

Greeley City Council Agenda

Regular Meeting
Tuesday, July 7, 2026 at 6:00 PM

City Council Chambers at City Center South, 1001 11th Avenue, Greeley, CO 80631
via Zoom at: <https://greeleygov.zoom.us/j/87675575799>

NOTICE:

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

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

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

Watch Meetings:

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

Meetings are televised live on GTV8 on cable television.

Meetings are livestreamed on the City's Meeting Portal <https://greeleyco.portal.civicclerk.com/>

Participation:

Citizen Input

Residents are welcome to share comments or speak on agenda items that are not part of a public hearing. Each speaker will have up to 3 minutes. Comments are most effective when offered as statements. Council will listen attentively but may not respond to questions during this time. Staff will follow up with pertinent questions.

- **In Person:** Sign up in Council Chambers (1001 11th St.) with name and address.
- **Virtual via Zoom:** After in-person speakers have concluded. Name and address required.
- **Written:** Submit by **12 p.m. meeting day** via email (cityclerks@greeleygov.com), mail, or drop-off at City Clerk's Office (1100 10th St.). Comments will be shared with Council and retained for the record.

Public Hearings

Comments must apply to the specific agenda item. **Time Limit: 3 min.** Same sign up required and participation options as noted above.

For more information about this meeting, to request reasonable accommodations for accessibility purposes in an alternative format, or for meeting agendas, minutes, and archived videos, please contact the City Clerk's Office at cityclerks@greeleygov.com or 970-350-9740.

Mayor
Dale Hall

Mayor Pro Tem
Melissa McDonald

Councilmembers
Craig Huddleston - Ward I
Deb DeBoutez - Ward II
Johnny Olson - Ward III
Brian Rudy - Ward IV
Ryan Roth - At-Large



City Council Regular Meeting Agenda

Tuesday, July 7, 2026 at 6:00 PM

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via Zoom at: <https://greeleygov.zoom.us/j/87675575799>

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1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Recognitions and Proclamations
 - a. Parks and Recreation Proclamation
 - b. Centennial Village 50th Anniversary Proclamation
 - c. What's Great About Greeley Report?
 6. Citizen Input
 7. Reports from Mayor and Councilmembers
 8. Initiatives from Mayor and Councilmembers
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The Consent Agenda is a meeting management tool to allow the City Council to handle several routine items with one action.

Councilmembers 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. Motion to approve the City Council Meeting Proceedings of May 19 and June 2, 2026 and City Council Work Session Proceedings of June 9, 2026

10. Resolution to confirm the appointment of Robert Hepperle to the Human Relations Commission as the University of Northern Colorado representative for a term through May 31, 2028
11. 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 Officer Behavioral Health Support and Community Partnership Grant Program
12. Resolution authorizing a grant agreement with the State of Colorado, Department of Local Affairs, to receive grant funds through the supportive housing for Olmstead Advancement Program
13. Resolution authorizing the City to approve a work order between the City of Greeley and Coan, Payton & Payne, LLC for legal services
14. Resolution of The City Council of the City of Greeley, Colorado, declaring its official intent to reimburse itself with the proceeds of one or more tax-exempt financings for certain capital expenditures undertaken or to be undertaken by the city in connection with its stormwater system; identifying said capital expenditures; and providing certain other matters in connection therewith
15. Resolution authorizing approval of a RAISE Grant Program grant agreement and offer from the Federal Highway Administration (FHWA) and the United States Department of Transportation (USDOT) to the City of Greeley
16. Resolution authorizing approval of an Airport Improvement Program Grant Agreement in the amount of \$285,000 from the Federal Aviation Administration to the Greeley-Weld County Airport Authority
17. Resolution authorizing approval of an Airport Improvement Program Grant Agreement in the amount of \$150,000 from the Federal Aviation Administration to the Greeley-Weld County Airport Authority
18. Resolution finding substantial compliance with state annexation laws for property known as the "Arroyos del Sol Annexation," located generally north-west of State Highway 257 Spur, east of Weld County Road 19, and south of the Cache la Poudre River, into the City of Greeley. The subject site is comprised of approximately 999.72 acres.
19. Introduction and first reading of ordinance amending Title 22, Chapter 1 of the Greeley Municipal Code relating to Contractor Licenses
20. Introduction and first reading of an ordinance amending Title 2, Chapter 10, Title 16, Chapter 1, and Title 20, Chapter 3 of the Greeley Municipal Code relating to references to City Hall

End of Consent Agenda

21. Pulled Consent Agenda Items
22. Public hearing and second reading of an ordinance ratifying and adopting the Collective Bargaining Agreement between the Greeley Fire Fighters Union, International Association of Fire Fighters Local 888 and the City of Greeley, which agreement by its terms is for a period commencing January 1, 2027 through December 31, 2028

23. Resolution of the City Council of the City of Greeley, Colorado, reaffirming the City's commitment to the construction of a new City Hall as part of the Civic Campus Project and affirming the City's intent to issue Certificates of Participation in a principal amount sufficient to fund the project cost
24. Ballot Measure Planning: June 2026 Polling Results
25. 2027 Budget Development Update
26. Motion to go into Executive Session to receive legal advice and to instruct negotiators regarding the Civic Campus Project
27. Motion to go into Executive Session for the purpose of receiving legal advice and providing instructions to negotiators regarding potential settlement of litigation
28. Motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances
29. Scheduling of Meetings, Other Events
30. Adjournment



Council Agenda Summary

Item: 5.

Title:

Recognitions and Proclamations

Summary:

Mayor Hall will present the following proclamations:

- Parks and Recreation Month Proclamation
- Centennial Village 50th Anniversary Proclamation

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

Attachments:

Parks and Recreation Month Proclamation

Centennial Village 50th Anniversary Proclamation



Parks and Recreation Month

WHEREAS, parks and recreation are an integral part of the City of Greeley and contribute to the health, wellness, and quality of life of residents; and

WHEREAS, parks, trails, natural areas, recreation facilities, cultural experiences, and programs support physical and mental well-being, encourage active lifestyles, provide opportunities for youth development and lifelong learning, and create meaningful connections to nature and one another; and

WHEREAS, parks and recreation strengthen the community by supporting environmental stewardship, creating welcoming public spaces, contributing to economic vitality, attracting visitors, and fostering social connection and community resilience; and

WHEREAS, the City of Greeley recognizes that parks and recreation provide lasting public benefit and help create a healthy, connected, and thriving community for residents of all ages;

NOW, THEREFORE, I, Dale Hall, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim July 2026 as ***Parks and Recreation Month***.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 7th day of July 2026.

Dale Hall, Mayor



Centennial Village 50th Anniversary

WHEREAS, the City of Greeley Museums have served the people of Greeley and Weld County since 1929 by collecting, preserving, and sharing the irreplaceable treasures, memories, and stories of our community; and

WHEREAS, since opening in July 1976 during the nation's Bicentennial and Colorado's Centennial, Centennial Village Museum has been a treasured part of the City of Greeley and has preserved the historic buildings, places, traditions, and everyday experiences that help our community understand where we have come from and who we are; and

WHEREAS, over the past five decades, Centennial Village Museum, the largest museum of its kind in Colorado, has brought the past to life for generations of residents, students, families, and visitors through its collections, exhibits, living history experiences, hands-on educational programs, and special events; and

WHEREAS, the continued success of Centennial Village Museum has been made possible by the dedication of City staff, volunteers, donors, partners, board members, and community supporters, and this 50th anniversary celebrates the Museum's remarkable legacy and its continued role in inspiring curiosity, strengthening community identity, and connecting current and future generations to the history of Greeley and Weld County

NOW, THEREFORE, I, Dale Hall, by virtue of authority vested in me as Mayor of the City of Greeley, Colorado, do hereby proclaim July 7th, 2026, as the ***Centennial Village 50th Anniversary***.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, this 7th of July 2026.

Dale Hall, Mayor



City Council Meeting
July 7, 2026

An aerial photograph of a city, likely Denver, with a large white banner overlaid in the center. The banner contains the text of the Athenian Oath. The background shows a cityscape with various buildings, including a prominent brick building on the left, and a vast mountain range under a clear sky.

***In all ways, we will transmit
this City not only, not less, but
greater and more beautiful than
it was transmitted to us.***

- Athenian Oath

Poudre River Trail Now Complete

- Provides 45 miles of community connectivity between Bellvue and Greeley
- Is the culmination of 50 years of collaboration, investment and shared commitment



Greeley-Weld County Airport Receives Federal Funding

- \$3.5 million in FAA funding to support Phase 2 of the Bravo and Echo Taxiway Complex
- These improvements strengthen airport infrastructure to support long-term growth and safety



2026 Eagle Awards Recognize StarRise Development

- StarRise Apartments earned multiple honors at the 2026 Eagle Awards
- The Eagle Awards celebrate extraordinary accomplishments and outstanding leadership in affordable housing and support services in the State of Colorado







Council Agenda Summary

Title

Citizen Input

Summary

You are welcome share comments or speak on agenda items that are not part of a public hearing. Each speaker will have up to 3 minutes. Council will listen closely to comments and may have staff follow up on specific questions.

- **In Person:** Sign up in Council Chambers (1001 11th St.) with name and address.
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Council Agenda Summary

Title

Reports from Mayor and Councilmembers

Summary

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



Council Agenda Summary

Title

Initiatives from Mayor and Councilmembers

Summary

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

Initiatives will generally fall into three categories:

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

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

Attachments

Status Report of Council Initiatives and Related Information

Greeley City Council

Status Report of Council Initiatives

Initiative No.	Council Member Initiating	Council Request	Council Meeting or Work Session Date Requested	Next Steps & Schedule	Anticipated Deliverable & Date (Report, Council Presentation, etc.)	Assigned to:
11-2023	Clark/Butler	Artificial turf and landscape standards	August 1, 2023 Council Meeting	*Come back to Council with a draft ordinance	Landscape standards will be presented at the July 21 Council Meeting.	Don Threewitt
5-2024	Hall	Impact Fee Study Structure	May 7, 2024 Council Meeting	Requested staff bring a report to a future work session explaining more in depth the Impact Fee Study Structure - how the ratio is calculated, review process, timeline of review, and development fees	DTA was awarded the contract and that process has now started. The consultant is working on completing the study by the end of December. DTA prepared two impact fee studies: One for West Greeley, one for the rest of the City. Post-review of the studies determined West Greeley should have an assessment and impact fees should be Citywide. DTA is finalizing the GID Assessment first, then the Citywide impact fee study. City Council adopted the 2026 impact fees utilizing Raefelis fee methodology. It is anticipated that the new study will be brought to Council	Allena Portis
8-2024	Olson	Code Compliance	Oct 1, 2024 Council Meeting	Part 1 - Requested staff to present at a future work session on code compliance- what is compliant and what is not and to develop a plan to assist with low-income residents specifically relating to yards and vegetation Part 2 - More information needed on specific options on landscaping; enhancing voluntary compliance ticketing system	Following the February council meeting Code Compliance has been focusing on the council's direction to: Explore how to speed up compliance without immediate ticketing. How to enhance voluntary compliance. Remains on track. The snow removal education campaign was launched via the City Scoop on December 4, 2025. Council was updated through the Weekly Council Update on December 5, 2025. Staff presented at the April 14, 2026 WS.	Kelli Johnson/Buxton Demers
13- 2024	Butler	Audit of Development Code	Dec 10, 2024 Council WS	Discrepancies in the code and would like an administrative fix of the R-M zoning issue if possible, and then a full audit of the Development Code.	Recieved proposals on 2/13 and now in the evaluation Started phase 1 (procedures chapter). Remaining phases are on HOLD pending budget decisions. The audit report is complete and will be provided in City Council's July 14 worksession packet. Larger Development Code updates will be brought forward in late 2026 and in 2027	Don Threewitt

3-2025	DeBoutez	Public Art Program	March 18, 2025 Council Meeting	Research the Public Art Program with 3 components: expanding the program to include local performing art groups, clarify the funding source for the 1% for all of the capital improvement projects, and reporting of when the money is appropriated to the program.	Staff will return to Council for update. TBD.	Diana Frick
11-2025	McDonald	Contractor Licensing	Council Meeting	Requested staff to come back on a Work Session to present information on changing the code for contractors being licensed in the City specifically roofers.	Staff working on implementation strategy/timeline and will bring ordinance to council July 7.	Don Threewitt
01-2026	Olson	MERGE Project Update	Council Meeting 1/6/2025	Monthly MERGE update with Mayor and Councilmember Olson. A quarterly meeting to done at a meeting.	Presentation scheduled May 26, 2026 WS.	Public Works
02-2026	Hall	Economic Development Mayor Task Force	Council Meeting 1/6/2026	Focus is on business retention, business attraction, workforce development, and housing. The task force would include business leaders, educators, developers, small businesses, and residents. The objective is to see why businesses are closing, what can be done to improve, and look into whether it is the economy or the causes.	EDUR intends to present a resolution at the May19 Council Meeting to form the Task Force and have the Mayor appoint and recognize a Chairperson. The Chair will then conduct the rest of the proceedings to finalize the creation of the Task Force, with final selection of the total task force coming in the following weeks. All associated public facing correspondence (press release, LinkedIn, etc.) queued up ready to go. The Strategic Teams document is updated to reflect necessary changes with respect to Housing target participants, and contains a robust list of prospective candidates. Per CAO - The Task Force is subject to Open Meetings Law and will be formed under the same rules and procedures as a permanent Board or Commission. Staff will present at the May 12 work session to obtain consensus from council on how to proceed with the next steps for creating the taskforce. A resolution was adopted to create the taskforce on May 19, 2026.	EDUR/CMO
03-2026	Butler	Marijuana Feasibility Preliminary Information	Council Meeting 1/20/2026	Preliminary information for a feasibility study for sale, enforcement and regulation of MJ to include potential revenue. Include best practices from other municipalities.	CCO, PD, EDUR, CD, Budget, and HPG have reviewed information from neighboring communities and compiled a report including, revenue projections, licensing practices, costs, staff support, enforcement and other impacts. Staff is preparing a report to be sent to council in a CM Friday memo.	CD/CCO
06-2026	Butler	Signs in Parkways and Enforcement	Council Meeting 2/17/2026	Staff to look at Sign Code section that relates to parkways and enforcement. Parkway is an area that homeowners have between the sidewalk and curb and the current code is not clear on whether a sign can be placed in that area. Therefore the request is for staff to bring back information on this and options to change that code. Particular one of the options being that homeowners can place signs in this area and allow an opportunity for council to discuss.	Staff is bringing draft Sign Code updates for City Council consideration at the July 14 worksession.	Code Compliance/CD
05-2026	Rudy	Hours Bathroom Facilities are open in City Parks	Council Meeting 05/19/2026	A second grade classroom (Ms. McCall Fred Tajardes School of Innovation) spoke, requesting the bathrooms in local parks be open from March to November instead of May to September. Council reached consensus to have staff research the possibility of doing	Staff are working through potential options and will provide an update at a later date.	Public Works

07-2026	Hall	Resolution of intent to moved forward on the Civic Campus project	Council Meeting 06/16/2026	Mayor Hall requested a resolution for the 7/7 Council meeting that articulated the intent to continue to move forward with the Civic Campus project and issue and execute COP's to finance it.	7/7 Council Agenda	CMO- Kelli Johnson, John Herge
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Council Agenda Summary

July 7, 2026

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to approve the City Council Meeting Proceedings of May 19 and June 2, 2026 and City Council Work Session Proceedings of June 9, 2026

Summary:

Council met on May 19 and June 2 for regular business and actions. On June 9, Council met for a work session to receive information and provide direction to staff.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

No Impact

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

1. Approve the motion as presented; or
2. Amend the motion and approve as amended; or
3. Deny the motion; or
4. Continue consideration of the motion to a certain date.

Council's Recommended Action:

Approve the motion.

Attachments:

1. 05.19.2026 Regular Meeting Draft Minutes
2. 06.02.2026 Regular Meeting Draft Minutes
3. 06.09.2026 Work Session Draft Minutes

City of Greeley, Colorado
City Council Meeting Proceedings
Tuesday, May 19, 2026

1. Call to Order

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

2. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

3. Roll Call

Deputy City Clerk Jennifer Middleton called the roll.
The following were present:

Councilmember Deb DeBoutez
Mayor Pro Tem Melissa McDonald
Councilmember Johnny Olson
Councilmember Brian Rudy
Councilmember Ryan Roth
Mayor Dale Hall

4. Resolution appointing David “Craig” Huddleston to the vacant Ward 1 Office for Councilmember

Mayor Hall presented a resolution to appoint David "Craig" Huddleston to the vacant Ward I Councilmember seat.

Councilmember Olson moved to adopt the resolution. Councilmember Roth seconded the motion. The motion passed 6–0 at 6:04 p.m.

5. Oath of Office

Municipal Judge Mark Gonzales administered the Oath of Office to Councilmember David "Craig" Huddleston, who was welcomed to his seat by Mayor Hall and Council.

6. Mayor’s Order for Emergency Succession – Discussion of Council Assignments to Boards and Commissions and Standing Committees

Mayor Hall announced the order for emergency succession, with Councilmember Huddleston being added as the seventh member of Council.

Mayor Hall announced the following updates to board and commission assignments following Councilmember Huddleston's appointment:

- Councilmember Huddleston was appointed to the Human Relations Commission.

- Councilmember Roth was assigned as representative to both the Downtown Development Authority and the Island Grove Advisory Board.
- Mayor Pro Tem McDonald was assigned to the Police Pension Board.

7. Approval of the Agenda

No changes were made to the agenda.

8. Recognitions and Proclamation

Historic Preservation Month Proclamation

Mayor Hall read the Historic Preservation Month Proclamation at 6:05 p.m. Dan Podell, Marshall Clough, and Betsy Kellums from the Greeley Historic Preservation Commission accepted.

Public Works Week Proclamation

Mayor Hall read the National Public Works Week Proclamation at 6:09 p.m. Public Works Director Seth Sorensen and Infrastructure Superintendent Jerry Pickett, along with members of the public works team accepted.

National Travel & Tourism Month Proclamation

Mayor Hall read the National Travel and Tourism Week Proclamation at 6:13 p.m. Deputy Director of External Communications Jaqueline Villegas, Rochelle Peth, Katie Thompson, John Kietzmann, Thaddeus Ellis, Joey Martinez, and Patience Medina accepted.

Early Risers Toastmaster Club #784 Day Proclamation

Mayor Hall read the Early Risers Toastmasters Club #784 Day Proclamation at 6:18 p.m. Club President Sharon Foster, Verniece Thomas, Bob Johnston, Deb Johnston, Nancy Puga, Pam Groeger, Tony Groeger, and Bill Gillard accepted.

What's Great About Greeley Report

Councilmember DeBoutez presented the "What's Great About Greeley" report, at 6:22 p.m.

Mayor Hall welcomed Seth Sorensen as the new Public Works Director.

9. Citizen Input

1. Geoffrey Havens spoke about the CPRD Cost Recovery Management Plan, discussing fee increases, stakeholder engagement, and process evaluation of the City's role in museum operations.
2. Tannis Bator spoke about prioritizing Greeley's attractions and other cultural assets in budget decisions.
3. Gary Alexander spoke about museum investment, stressing the vital role of quality-of-life amenities in the community and unique experiential education.
4. Karen Zach announced the America 250/Colorado 150 celebration planned for Bittersweet Park and public ceremony on August 1 at 10 a.m.

5. Tiffany McCall, accompanied by a group of student representatives, presented a petition requesting the park restroom hours be extended beyond the current May 1–September 30 window.
6. Jeremy Peterson opposed a large-scale data center development proposal in Greeley, arguing that such facilities place extraordinary demands on electricity, water, and infrastructure.
7. Steve Teets spoke about safety concerns of new paratransit vans whose rear-exit design was unsafe. He also opposed e-bikes and e-scooters as unsafe for pedestrians.
8. Jude Nordstrom spoke about the inability to hear speakers in the back of the room, asked for the Cascadia issue to be placed on the ballot and train horn noise at railroad crossings.
9. Tiffany Simmons spoke about the CPRD cost recovery plan highlighting that the communities used for price comparisons did not reflect Greeley's demographics.
10. Bill Gillard spoke about the budget situation and requested a longer time period between first and second reading of ordinances.
11. Peggy Sue Squires spoke about transparency and fiscal responsibility and police staffing shortages for community issues like homelessness.
12. Stephanie Ludwigsen spoke about the West Greeley Project Oversight Committee's structure and outcomes and asked for clearer discussions.
13. Mary Metzger spoke about the oversight committee's facilitator and her concerns of bias towards adopting the Cascadia project. She also spoke about the city manager's salary and a data center partnership with county commissioners.
14. Evan Peterson supported placing the Cascadia/Catalyst project on the ballot and spoke about the city manager's salary and council members' compensation.
15. Alexandra Lavelle spoke community opposition to the Cascadia project and requested a vote on the ballot.

10. Reports from Mayor and Councilmembers

Mayor Pro Tem McDonald reported on a Weld Project Connect meeting held the prior Thursday, a community services event offering free health services; announced the next event is October 15th and encouraged volunteer sign-ups through United Way. She also acknowledged Armed Forces Day, thanked CPRD staff who came in on their day off to assist with an event, and reported on a productive Monday meeting with Weld County, the airport authority, and city staff regarding east sub-area planning.

Councilmember Roth reported on a tour of city water resources taken with Councilmember DeBoutez, thanking staff members Virgil Pierce, Leah Hubbard, and Randy Gustafson (who has served Greeley Water for nearly 50 years) for their time. He also thanked staff from inspections and development for organizing a flag-laying ceremony at Lynn Grove Cemetery and encouraged the public to attend the Memorial Day ceremony Monday at 9 AM. He additionally announced Greeley's first USL League 2 soccer team, Atletico Union, would play their first home game Saturday at 6 PM at Jackson Field.

Councilmember DeBoutez reported having taken a travel training tour of Greeley-Evans Transit routes 1 and 5, noting that route 1 does have a squeaky brake issue that merits

attention. She thanked transit and public works staff for their service and announced she would hold office hours the following evening at 5 PM at Atlas Coffee House on 16th Street.

Mayor Hall reported on a Friday meeting with a delegation from Mongolia, whose representatives chose Greeley as a visit destination due to similarities with their home city. He noted the delegation expressed interest in a potential sister city arrangement and committed to compiling a formal report for Council. He also reflected on his participation in the Armed Forces Day ceremony with Mayor Pro Tem McDonald, Councilmember Rudy, and soon-to-be Councilmember Huddleston, noting it was personally meaningful to him as a veteran.

11. Initiatives from Mayor and Councilmembers

Councilmember Rudy put forward an initiative to direct Parks and Recreation staff to examine the feasibility of extending park restroom hours beyond the current operating season, prompted by the student petition presented during citizen input. Council reached consensus to pursue the initiative, and City Manager McBroom was directed to follow up.

Consent Agenda

- 12.** Motion to approve the proceedings of the April 16 Special Meeting, April 21 City Council Meeting, and the April 28 Work Session
- 13.** Resolution adopting an IGA with Weld County for new 24-hour ballot box drop off location
- 14.** Resolution authorizing a grant agreement with the State of Colorado, Department of Local Affairs, to receive a Homelessness Resolution Program Grant
- 15.** Resolution of the City Council of the City of Greeley establishing the Mayor's Economic Development Task Force

End of Consent Agenda

Mayor Pro Tem McDonald pulled Item 14.

Councilmember Rudy made the motion to approve Consent Agenda Items 12, 13, and 15. Mayor Pro Tem McDonald seconded the motion. The motion passed 7–0 at 7:22 p.m.

16. Pulled Consent Agenda Items

Item 14 — Resolution authorizing a grant agreement with the State of Colorado, Department of Local Affairs, to receive a Homelessness Resolution Program Grant

Mayor Pro Tem McDonald pulled Item 14 to inquire about the sustainability of grant funding. Homelessness Solutions Director Mandy Shreve explained that this is the third year the city has received the grant from DOLA (Department of Local Affairs), noting that the structure changes each year. This year's award of \$115,000 includes \$75,000 for eviction prevention assistance and \$40,000 for street outreach, with both expected to be expended within the grant year. Mayor Pro Tem McDonald expressed concern about reliance on grant funding that may not be renewed, drawing a parallel to \$6 million in federal funding that had subsequently been absorbed into the city's general budget.

Deputy City Manager Kelli Johnson clarified that these specific dollars fund direct program services—such as short-term rental assistance, down payment assistance, and basic household needs—and are not tied to staff FTE positions, nor do they require a city match.

Mayor Pro Tem McDonald also asked whether there had been progress on developing a centralized system to coordinate eviction prevention services. Ms. Shreve acknowledged that those conversations had begun under a former housing specialist but had not been formalized, and noted the city is working alongside nonprofit partners already providing prevention services.

Councilmember Huddleston requested that staff provide Council with a list of all grant terms, conditions, and any state or federal riders attached to the agreement prior to execution. City Attorney Stacey Aurzada confirmed that staff reviewed all terms for legal compliance before signing and agreed to provide the list.

Councilmember DeBoutez made the motion to adopt the resolution. Councilmember Rudy seconded the motion. The motion passed 7–0 at 7:30 p.m.

17. Public hearing and second reading of an ordinance authorizing a salary and certain benefits for the City Manager

Director of Human Resources Martha Lanaghen introduced the item at 7:31 p.m.

Ms. Lanaghen presented the compensation ordinance for City Manager Brian McBroom. The package included a base salary of \$300,000 per year, standard city employee health benefits (medical, dental, etc.), a 12% retirement contribution to a 401(k), and PTO accrual at the rate of an executive with 21 or more years of tenure, capped at 500 hours.

Councilmember Roth raised a constituent concern regarding the city charter requirement that the city manager reside within city limits. City Manager McBroom confirmed the charter requirement and reported that, within the 60-day transition period provided in his employment agreement, he and his family have a home under contract in Greeley with an anticipated closing date of June 8th and a planned move by end of June.

Mayor Hall opened the public hearing at 7:34 p.m.

1. Bill Gillard addressed the Council; his comments were not related to the specific agenda item.
2. Steve Teets spoke regarding the proposed salary amount and questioned whether the compensation was proportionate to the earnings of average taxpayers.
3. Tiffany Simmons addressed the Council and was reminded by Mayor Hall to provide testimony relevant to the City Manager's Salary and Benefits item.
4. Mary Metzger addressed the Council; her comments were not related to the specific agenda item.

With no additional speakers wishing to comment, Mayor Hall closed the public hearing at 7:40 p.m.

Councilmember DeBoutez commented on the City Manager position, noting that managing a staff of 1,800 employees with a \$540 million budget, and being available 24/7, at \$300K equates to roughly \$33 per hour. She thanked Mr. McBroom.

Mayor Pro Tem McDonald echoed earlier sentiments and acknowledged Mr. McBroom's responsiveness and leadership during a period of significant internal and public scrutiny.

Councilmember Rudy thanked Mr. McBroom for his leadership.

Mayor Hall noted that the salary offered was below that of the former city manager and the general market rate for similar positions. He also thanked Mr. McBroom.

Councilmember Huddleston abstained from the vote, due to spoken potential conflict of interest.

Mayor Pro Tem McDonald moved to adopt the ordinance and publish with reference to title only. Councilmember DeBoutez seconded the motion. The motion passed 6–0, with Councilmember Huddleston abstaining.

18. Public hearing and second reading of an ordinance authorizing the acquisition of real property by purchase or the power of eminent domain for the 12th St Outfall and potable water infrastructure

Chief Engineer Adam Prior introduced the item at 7:45 p.m.

Mr. Prior provided background on the project, noting that Phase 1 was completed in 2025, sized for a 10-year storm event, now being upgraded to a 100-year flood event for greater downtown resiliency. The expanded project required additional water quality treatment capacity to meet state standards. The existing 6-acre-foot pond would be expanded to approximately 15 acre-feet to accommodate increased flows from downtown development.

The proposed property acquisitions involved fee simple purchases of the Nadir and Allen properties along Second Avenue, easements across CDOT Highway 34 right-of-way, and

temporary and permanent easements through Leprino Foods Company for stormwater and water utility pipeline.

Mr. Prior noted that over the past six years, the city has undertaken 13 eminent domain authorizations involving 148 property owners and 199 parcels, and that only four required condemnation proceedings, none of which went to court.

Mayor Hall asked Mr. Prior to articulate the consequences of not proceeding. Mr. Prior explained that failing to act would result in non-compliance with state water quality requirements and limit flood mitigation capacity downtown, potentially exposing existing and future infrastructure to greater risk.

Mr. Prior noted that the Stormwater Advisory Board recommended Council approval of eminent domain authority on April 1, 2025.

Mayor Hall opened the public hearing at 7:57 p.m.
With no further speakers, the public hearing closed at 7:57 p.m.

Mayor Pro Tem McDonald made the motion to adopt the ordinance and publish with reference to title only. Councilmember Rudy seconded the motion. The motion passed 7-0 at 7:58 p.m.

19. Public hearing and second reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, from Holding Agriculture (H-A) to Commercial High Intensity (C-H) and Industrial Medium Intensity (I-M) changing the land use designations for approximately 290.56 acres located southeast of the intersection of and US Highway 34 and County Road 17

Interim Planning Manager Caleb Jackson introduced the item at 7:58 p.m.

The 290-acre site was annexed in 2000 and remained in Holding Agriculture zoning since that time. The proposed rezone designates approximately 235 acres as Commercial High Intensity (C-H) and 55 acres as Industrial Medium Intensity (I-M).

Planning Commission recommended approval 7-0. Staff recommends approval, finding the proposal consistent with rezoning criteria, the Windsor-Greeley intergovernmental agreement identifying the area as an employment corridor, and the recently adopted three-mile plan.

Applicant representatives Don Ryan of LAI Design Group and Matt Notter, CFO of Roche Constructors, presented a conceptual development vision including retail, residential, conservation easement and open space. Both acknowledged the development timeline was 15-20 years and the retail remained subject to market conditions.

Councilmember DeBoutez asked about the site's status as a gateway into the community and the relevance of the community separator designation in the Imagine Greeley comprehensive plan. Mr. Jackson clarified that the plan allows commercial uses in some portions of the community separator, particularly near a planned future interchange.

Councilmember DeBoutez also asked whether the rezone would be compatible with form-based zoning concepts. Mr. Jackson confirmed this was a traditional zoning district application and that a form-based code has not yet been adopted.

Councilmember Huddleston spoke about the industrial component of the project, noting that industrial job creation is a priority for Ward I residents. He asked that the applicants consider orienting industrial traffic access from County Road 17 and pushing the industrial uses toward the rear of the development, preserving the gateway character of the site. Mr. Notter confirmed that the placement of industrial uses was deliberately chosen to minimize proximity to anticipated residential development in the adjacent Del Antero PUD, and that heavy traffic users would be directed to County Road 17.

Mayor Hall opened the public hearing at 8:13 p.m.

1. Bill Gillard spoke in support of the project, connecting it to broader economic development goals and diversifying Greeley's tax base.
2. Steve Teets spoke about the loss of agricultural land, transit and traffic on Highway 34 and County Road 17 and suggested maintaining holding agriculture zoning until issues were resolved.

With no further comments the public hearing closed at 8:17 p.m.

Mayor Pro Tem McDonald moved to adopt the ordinance and publish with reference to title only. Councilmember Olson seconded the motion. The motion passed 6–1 at 8:18 p.m., with Councilmember DeBoutez voting “nay”.

20. Public hearing and second reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, to establish H-A (Holding Agriculture) Zoning for property, known as the “Schmerge” annexation, located generally east of Weld County Road 17 and North of Weld County Road 60 and west of State Highway 257. The subject site is comprised of 219.221 acres

Interim Planning Manager Caleb Jackson introduced the item at 8:19 p.m.

Mr. Jackson presented this city-initiated establishment of zoning for the 219-acre Schmerge annexation, which was previously zoned as part of the Cascadia PUD. He noted that following the February 24 voter repeal of the Cascadia PUD state law required the city to reestablish zoning within 90 days of annexation. The proposed holding agriculture (H-A) designation would serve as a placeholder consistent with the Bluffs designation in the Imagine Greeley comprehensive plan, until the landowner proposes new zoning or further master planning was completed.

Councilmember Olson asked about the implications of a pending state supreme court case involving the Water Valley property owner's lawsuit challenging the referendum result. City Attorney Stacey Aurzada confirmed that the lawsuit was pending the supreme court decision. If the court ruled in the plaintiff's favor and the district court subsequently voided the referendum, the original PUD zoning would be reinstated and supersede the H-A designation. The city was required by statute to establish zoning within the 90-day window regardless of pending litigation.

Mayor Hall opened the public hearing at 8:22 p.m.

1. Bill Gillard spoke that the supreme court case may favor restoration of the original PUD. This would then be a costly exercise for the community.
2. Steve Teets spoke about placing a hold on the rezoning until the court case is resolved.

Mayor Hall clarified that state law does not allow the city to wait, as zoning must be established within 90 days of annexation.

With no further speakers, the public hearing closed at 8:24 p.m.

Councilmember DeBoutez made the motion to adopt the ordinance and publish with reference to title only. Councilmember Olson seconded the motion. The motion passed 7-0 at 8:25 p.m.

21. Public hearing and second reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, to establish H-A (Holding Agriculture) Zoning for property known as the “Kinnison” annexation, located generally east of 131st Ave and north of US Highway 34 and West of State Highway 257, into the City of Greeley. The subject site is comprised of 73.319 acres.

Interim Planning Manager Caleb Jackson introduced the item at 8:26 p.m.

Mr. Jackson presented this companion city-initiated zoning establishment for the 73-acre Kinnison annexation, sharing the same background and rationale as the Schmerge annexation. This was part of the Cascadia PUD, repealed by referendum on February 24, and now is required to be rezoned within 90 days.

The site is undeveloped with significant topography, north of Highway 34 and west of State Highway 257, adjacent to Arroyos del Sol.

Planning Commission recommended approval. No questions were raised by Council.

The public hearing was opened at 8:27 p.m.

With no speakers, the public hearing closed at 8:28 p.m.

Councilmember Olson made the motion to adopt the ordinance and publish it with reference to title only. Councilmember Roth seconded the motion. The motion passed 7-0 at 8:28 p.m.

22. Appointments to Boards and Commissions - Downtown Development Authority, Human Relations Commission and Youth Commission

Deputy City Clerk Jennifer Middleton announced the following appointments:

- Kent Henson was appointed to the Downtown Development Authority for a term of 4 years.
- Jordan Miller was appointed to the Human Relations Commission for a term of 3 years.
- Ashlyn Craig, Alexandra Reyes, and Lillian Russell were appointed to the Youth Commission each for a term of 2 years.

23. Motion to go into Executive Session to discuss the purchase and transfer of real estate, receive instructions regarding negotiations, and if necessary, receive legal advice related to the Civic Campus project and associated intergovernmental and development negotiations

Motion to go into Executive Session pursuant to CRS 24-6-402(4)(a) and (4)(e)(I) and Greeley Municipal Code 2-151(a)(1) and 2-151(a)(5), and if necessary, to receive legal advice pursuant to CRS 24-6-402(4)(b) and Greeley Municipal Code 2-151(a)(2)

Councilmember Olson moved to approve the motion. Councilmember Rudy seconded the motion. The motion passed 7-0 at 8:30 p.m.

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

Councilmember Olson moved to approve the motion. Mayor Pro Tem McDonald seconded the motion. The motion passed with a voice vote 7-0 at 8:31 p.m.

25. Scheduling Meetings, Other Events

None.

26. Adjournment

With no further business to come before Council, Mayor Hall announced that council would go into executive session at 8:31 p.m. and upon conclusion of the executive session, the meeting would be adjourned.

23. Motion to go into Executive Session to discuss the purchase and transfer of real estate, receive instructions regarding negotiations, and if necessary, receive legal advice related to the Civic Campus project and associated intergovernmental and development negotiations

Mayor Dale Hall started the Executive Session at 8:43 p.m. in the Colorado Room. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers were present along with City Attorney Stacey Aurzada, City Manager Brian McBroom, Deputy City Manager Kelli Johnson, Senior Strategic Advisor John Hall, Division Treasurer Robert Miller, Deputy Director of Budget and Policy Kalen Myers, Finance Director Kirk Jones and Assistant City Attorney Ned Chapin.

The executive session was for the purpose of discussing the purchase and transfer of real estate as provided for under C.R.S. Section 24-6-402(4)(a) and Greeley Municipal Code Section 2-151(a)(1), for determining positions, developing strategy, and instructing negotiators as provided for under C.R.S. Section 24-6-402(4)(e)(l) and Greeley Municipal Code Section 2-151(a)(5) and to receive legal advice related to these matters as provided under C.R.S. Section 24-6-402 (4)(b) and Greeley Municipal Code Section 2-151(a)(2).

Mayor Hall cautioned each participant in the executive session to confine discussion to the stated purpose and reminded everyone that no formal action may occur in executive session. He asked if at any point in the executive session any participant believes that the discussion was going outside the proper scope of the executive session, to please interrupt the discussion and raise an objection.

The Executive Session concluded at 10:06 p.m.

The recording of the executive session will be retained as provided in the City's records retention policy and in conformity with the Colorado Open Meetings Law for a period of 90 days.

Approved:

Mayor

Attested:

City Clerk

City of Greeley, Colorado
City Council Meeting Proceedings
Tuesday, June 2, 2026

1. Call to Order

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

2. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

3. Roll Call

City Clerk Heidi Leatherwood called the roll.

The following were present:

Councilmember Craig Huddleston

Councilmember Deb DeBoutez

Mayor Pro Tem Melissa McDonald

Councilmember Johnny Olson

Councilmember Brian Rudy

Councilmember Ryan Roth

Mayor Dale Hall

4. Approval of the Agenda

City Manager McBroom asked that Items 17 and 18 be removed from the agenda and will return at a later date.

5. Recognitions and Proclamation

Pride Month Proclamation

Mayor Hall read the proclamation at 6:02 p.m. Representatives from Northern Colorado Equality, PFLAG Greeley, the Transharmonic Choir, and the JEDI Advocacy Council of Greeley received the proclamation.

Honoring the University of Northern Colorado Women's Volleyball Team June 2026 International Tour of Japan

Mayor Hall read the proclamation at 6:06 p.m. declaring June 2, 2026, as University of Northern Colorado Women's Volleyball International Goodwill Tour Day in the City of Greeley. Head Coach Lyndsey Oates and members of the volleyball team received the proclamation.

What's Great About Greeley Report

Mayor Pro Tem McDonald presented the "What's Great About Greeley" report, at 6:10 p.m.

6. Citizen Input

1. Scott Royer spoke about crosswalk safety on 16th Street near Greeley Central High School, asking for flashing red lights be installed instead of yellow lights.
2. Steve Teets spoke about squeaking brakes on city buses and the unsafe presence of e-bikes and e-scooters on sidewalks.
3. Mary Metzger supported incorporating a Community Benefit Agreement (CBA) into the Catalyst project to facilitate community feedback.
4. Tiffany Simmons spoke about spending issues with the former city manager and encouraged Council to have better oversight.
5. Rachel Burdan spoke about the lack of transparency with the Catalyst project and the feasibility studies.
6. Bill Gillard spoke about honoring moral obligations linked to the Catalyst project's finances to protect creditworthiness and reputation.
7. Shawna Bell spoke about local policing, misconduct, and needed investigations against human trafficking.
8. Peggy Sue Squires asked why the Downtown Civic Center meeting was set at the Funplex and not in the downtown area.
9. Jeremy Anderson spoke about youth sports program funding cuts in Parks and Recreation, noting the adverse effects on youth participation.
10. Tanya Garcia spoke about safety concerns with e-bikes, advocating for regulation particularly on sidewalks.
11. Evan Peterson spoke about economic difficulties for the working class with suggestions on community-focused initiatives instead of big developer-led projects.
12. Jeffrey Kennedy spoke about the West Greeley Project Oversight Committee and their work, thanking staff for shared information.

7. Reports from Mayor and Councilmembers

Councilmember Olson spoke about the West Greeley Project Oversight Committee, highlighting the committee members' focus and thoroughness on the financial challenges of the project. He clarified his prior statement regarding the "moral obligation", emphasizing that he had not suggested the city should not pay its debts, but rather that there was no legal mechanism to bind future councils or prevent citizen petitions from stopping payment.

Mayor Pro Tem McDonald reported Representative Gabe Evans visited Greeley with \$850,000 for the MERGE project and \$3.5million for Greeley Weld County airport. She honored Sofia Vasquez, a Greeley West High School student and Youth Commission member, as one of 50 recipients of the Boettcher Scholarship. She announced the Greeley Blues Jam would be held at Island Grove this weekend.

Councilmember Rudy recognized Wayne, a Parks and Recreation employee who went out of his way to engage with parents and children at the baseball practice field.

Councilmember Huddleston visited Centennial Village enjoying local businesses in

Ward I. His office hours would be held at Cauldron Espresso in the Old Armory building on Saturday, 10 a.m. to 12 p.m.

Councilmember DeBoutez echoed support for the Parks and Recreation department, noting that the department relies heavily on adult volunteers for youth sports programs. Her office hours would be at Margie's Java Joint, 16th and 10th Avenue, at 9 a.m.

Mayor Hall noted that the \$850,000 grant from Congressman Evans included funding for the Safer Streets program, and that an additional state grant is forthcoming for that initiative. He announced a proclamation delivered at Linn Grove Cemetery for Memorial Day.

8. Initiatives from Mayor and Councilmembers

None.

Consent Agenda

9. Motion to approve the City Council Meeting Proceedings of May 5, 2026, and City Council Work Session Proceedings of May 12, 2026

10. Motion to cancel the June 23, 2026, Work Session

11. Resolution Authorizing the City to Enter into a contract for professional services between the City of Greeley and Ralph L. Wadsworth Construction Company, LLC for the Downtown Stormwater Capital Improvement Projects

12. Resolution authorizing the City to enter into an intergovernmental agreement with the Colorado Department of Transportation for the maintenance of segments of the state highway system within the City of Greeley

13. Resolution approving the Intergovernmental Agreement between the Greeley Urban Renewal Authority and the City of Greeley regarding the 10th Street TIF District Tenant Relocation Project

14. Resolution of the Greeley City Council officially naming the new dog park, "The Barkyard"

15. Resolution of the Greeley City Council officially naming the Triple Creek Natural Area

16. Resolution of the Greeley City Council officially naming Ferguson Park

17. Introduction and first reading of fifteen ordinances annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as "Great Western Industrial Park (GWIP) Serial Annexation No. 1 through No. 15," located generally south of Eastman Park Drive, east of State Highway 257,

west of Great Western Drive, and north of Weld County Road 62 1/4, into the City of Greeley. The subject sites are comprised of a total of 325.63 acres.

- 18. Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, to establish I-H (Industrial High Intensity) and C-D (Conservation District) zoning for property located generally south of Eastman Park Drive, east of State Highway 257, west of Great Western Drive, and north of Weld County Road 62 1/4, into the City of Greeley. The subject site is comprised of 325.63 acres.**

End of Consent Agenda

Mayor Hall requested item 16 be pulled from the consent agenda. Councilmember Huddleston asked to pull item 11.

Councilmember DeBoutez moved to approve Consent Agenda Items 9–10 and 12–15. Councilmember Olson seconded the motion. The motion passed 7–0 at 6:56 p.m.

19. Pulled Consent Agenda Items

Item 11 — Resolution Authorizing the City to Enter into a Contract for Professional Services between the City of Greeley and Ralph L. Wadsworth Construction Company, LLC for the Downtown Stormwater Capital Improvement Projects

Councilmember Huddleston pulled this item and asked for clarification on the scope of the contract confirming that it covered design services but not construction.

Sean Chambers, Director of Water and Sewer Utilities and Interim Director of Storm Water explained that the contract represents Phase 0, Task Order 2, focusing on program management, model validation for capital planning, public outreach, and preparation for critical capital projects. The highest priority work involved Segments 1 and 2 of the 12th Street outfall, which were essential to protecting downtown civic investments and meeting obligations under the land exchange IGA with Weld County. Mr. Chambers noted an earlier contract had been previously approved, and this contract refined that scope for work needed over the next 12 months.

Councilmember Huddleston stressed the importance of establishing clear cost bookends for budget management as the program progressed. Mr. Chambers confirmed that future contract amendments and additional phases would be needed and agreed to provide greater clarity on project scoping in future presentations.

Councilmember Huddleston moved to adopt the resolution. Councilmember DeBoutez seconded the motion. The motion passed 7–0 at 7:04 p.m.

Item 16 — Resolution of the Greeley City Council Officially Naming Ferguson Park
Mayor Hall introduced the item and invited Susan Murray, Planning and Capital Projects Division Manager for Culture, Parks and Recreation, and Wendy Adams of the Ferguson family to address the Council.

Ms. Murray explained that the resolution would name the new 27-acre community park in recognition of the Ferguson family's longstanding stewardship of the property. The late Jim Ferguson cared for the property and his son Mark Ferguson ensured the family legacy would endure through the land's transfer to the City.

Wendy Adams, daughter of Jim Ferguson, shared a brief history of the land. Her father purchased the property 40 years ago, personally planting every tree using seedlings obtained through a state program hauling water by truck to irrigate them. Adams noted that her great-great-grandfather Randolph Koenig, was involved in building the Greeley ditch system, giving the family deep roots in Greeley's history. She said that her father would have been moved to know the property would become a public park similar in spirit to Josephine B. Jones Park, which he loved.

Mayor Hall moved to adopt the resolution. Councilmember DeBoutez seconded the motion. The motion passed 7–0 at 7:10 p.m.

20. Motion for approval of the Private Activity Bond request allocations based on available funding

Housing Investment Manager Cece Cervantes and Grant Specialist Rosine Bouobda introduced the item at 7:10 p.m.

They provided an overview of the Private Activity Bond (PAB) program, explaining that PABs were tax-exempt bonds issued to finance qualifying private projects — commonly affordable housing — and do not appear as a line item in the city's budget nor can they be redirected to other purposes.

The city has accumulated \$24,635,537 in PABs available for allocation, representing a three-year retained balance.

Three projects applied for 2024–2026 PAB allocations:

- Lincoln Avenue Communities
- Brickwell Development
- High Plains Development

Because the combined requests slightly exceeded available PABs, staff calculated proportional allocations and the Housing For All Advisory Board voted to adjust the amounts to ensure each award met the 25% threshold required for 4% tax credit eligibility.

In total, the awards support 292 new or rehabilitated units of affordable housing, with an average PAB allocation of approximately \$85,000 per unit and an average total development cost of approximately \$294,000 per unit.

An additional project seeking 9% tax credits could bring another 90 to 100 units in the near term.

Mayor Pro Tem McDonald moved to approve the Private Activity Bond request allocations based on available funding. Councilmember Rudy seconded the motion. The motion passed 7–0 at 7:22 p.m.

21. Motion to go into Executive Session to receive legal advice and to instruct negotiators regarding the West Greeley Project

Motion to go into Executive Session pursuant to C.R.S. § 24-6-402(4)(b) and § 24-6-402(4)(e) and Greeley Municipal Code §§ 2-151(a)(2) and 2-151(a)(5) to receive legal advice related to, and to determine positions, develop strategy, and instruct negotiators regarding the West Greeley Project

Mayor Pro Tem McDonald moved to approve the motion. Councilmember Roth seconded the motion. The motion passed 7–0 at 7:23 p.m.

22. Motion to go into Executive Session regarding Disputes with the Town of Windsor and Other Matters

Motion to go into Executive Session pursuant to C.R.S. § 24-6-402(4)(b) and § 24-6-402(4)(e) and Greeley Municipal Code §§ 2-151(a)(2) and 2-151(a)(5) to receive legal advice and to determine positions, develop strategy, and instruct negotiators regarding disputes with the Town of Windsor, including pending litigation concerning wastewater services, and objections to annexation of certain properties bordering Windsor.

Mayor Pro Tem McDonald moved to approve the motion. Councilmember Olson seconded the motion. The motion passed 7–0 at 7:24 p.m.

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

Councilmember Olson moved to approve the motion. Councilmember Rudy seconded the motion. The motion passed with a voice vote 7–0 at 7:25 p.m.

24. Scheduling Meetings, Other Events

None.

25. Adjournment

With no further business to come before Council, Mayor Hall announced that council would go into executive session at 7:25 p.m. and upon conclusion of the executive session, the meeting would be adjourned.

21. Motion to go into Executive Session to receive legal advice and to instruct negotiators regarding the West Greeley Project

Mayor Dale Hall started the Executive Session at 7:37 p.m. in the Colorado Room. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers were present along with City Attorney Stacey Aurzada, City Manager Brian McBroom, Deputy City Attorney Moses Garcia, Deputy City Manager Bret Naber, outside legal counsel Brett Payton and Dawn Bookhardt as well as Dillon Peters who attended virtually.

The executive session was for the purpose of determining positions, developing strategy, and instructing negotiators as provided under C.R.S. Section 24-6-402(4)(e)(I) and Greeley Municipal Code Section 2-151(a)(5) and to receive legal advice related to these matters as provided under C.R.S. Section 24-6-402 (4)(b) and Greeley Municipal Code Section 2-151(a)(2).

Mayor Hall cautioned each participant in the executive session to confine discussion to the stated purpose and reminded everyone that no formal action may occur in executive session. He asked if at any point in the executive session any participant believes that the discussion was going outside the proper scope of the executive session, to please interrupt the discussion and raise an objection.

The Executive Session concluded at 8:50 p.m.

The recording of this executive session will be retained as provided in the City's records retention policy and in conformity with the Colorado Open Meetings Law for a period of 90 days.

22. Motion to go into Executive Session regarding Disputes with the Town of Windsor and Other Matters

Mayor Dale Hall started the Executive Session at 8:54 p.m. in the Colorado Room. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers were present along with City Attorney Stacey Aurzada, City Manager Brian McBroom, Water and Sewer Director Sean Chambers, Deputy City Manager Bret Naber and Deputy City Attorney Moses Garcia.

The executive session was for the purpose of determining positions, developing strategy, and instructing negotiators as provided under C.R.S. Section 24-6-402(4)(e)(I) and Greeley Municipal Code Section 2-151(a)(5) and to receive legal advice related to these matters as provided under C.R.S. Section 24-6-402 (4)(b) and Greeley Municipal Code Section 2-151(a)(2).

Mayor Hall cautioned each participant in the executive session to confine discussion to the stated purpose and reminded everyone that no formal action may occur in executive

session. He asked if at any point in the executive session any participant believes that the discussion was going outside the proper scope of the executive session, to please interrupt the discussion and raise an objection.

The Executive Session concluded at 9:45 p.m.

The recording of this executive session will be retained as provided in the City's records retention policy and in conformity with the Colorado Open Meetings Law for a period of 90 days.

Approved:

Mayor

Attested:

City Clerk

City of Greeley, Colorado
City Council Work Session Proceedings
Tuesday, June 9, 2026

1. Call to Order

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

2. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

3. Roll Call

City Clerk Heidi Leatherwood called the roll.

The following were present:

Councilmember Craig Huddleston

Councilmember Deb DeBoutez

Mayor Pro Tem Melissa McDonald

Councilmember Johnny Olson

Councilmember Brian Rudy

Mayor Dale Hall

Councilmember Ryan Roth had an excused absence.

4. Reports from Mayor and Councilmembers

Councilmember DeBoutez attended the North Front Range (US 34 Corridor) TMO meeting, noting the organization had a new Executive Director, Nathan Vanderbrook, formerly of CSU and CDOT. She announced Bike-to-Workday scheduled for June 24.

Councilmember Huddleston attended Friday Fest, noting that they will continue each Friday throughout the summer, and he attended the Blues Jam.

Mayor Pro Tem McDonald attended the Blues Jam, noting that performer Robert Randolph headlined the event.

Councilmember Olson thanked the West Greeley Project Citizen Oversight Committee for their dedication, strong teamwork, and the quality of the questions they raised throughout the process. He recognized Tyler from the Greeley Tribune for attending the meetings and reporting outcomes.

5. West Greeley Project Citizen Oversight Committee Findings and Recommendations

Committee Chair Bob Locke along with Committee Member Jeffrey Kennedy, and Tom Pfankuch introduced the item at 6:01 p.m.

Mr. Locke thanked staff for their extraordinary effort throughout the process. He announced the pivotal development at the committee's most recent meeting, when staff shared that the city was not bondable for this project. The committee recognized that moving forward was not a viable option under the current financial conditions. The committee recommended a pause for its work.

Mr. Locke explained that staff were working to identify a financial partner that could bring back a bondable position. He stated that if and when such a partner is secured, an entirely new set of financial figures would be required, and the committee would need to reconvene to scrutinize that information before making any recommendations to council.

Mr. Kennedy read statements from two absent committee members, Nick Kenny and Scott McPherson.

Mr. Pfankuch stated that the committee came very close to being able to move the project forward and that the city is financially capable of making the project work given the right conditions. He emphasized the importance of the project for Greeley's housing profile.

Mr. Locke addressed the matter of communication. He stated that communication around the project was poor, and a subcommittee was formed to compile the large volume of information into a readable, five-to-seven-page summary. The goal was to better inform the public.

Councilmember DeBoutez thanked the committee for their work. She stated that taking a pause and gathering more information was the right course of action for the community.

Mayor Hall thanked the committee for the information.

6. Water and Sewer Board Interviews

Interviews began at 6:18 p.m.

Mayor Hall stated that two applicants had been scheduled for interviews — Cheri Witt-Brown and Antonio Molina-Haro. Mr. Molina-Haro was not in attendance. This disqualified Mr. Molina-Haro from further consideration.

The interview proceeded with the incumbent, Ms. Witt-Brown, a current member of the Water and Sewer Board. Mayor Hall and Mayor Pro Tem McDonald alternated with interview questions.

Mayor Hall noted that the formal appointment vote would occur at the next City Council meeting.

7. Greeley 311 Update: Improving Access to City Services

Assistant City Manager Kimberly Southern introduced the item at 6:28 p.m.

Ms. Southern introduced Director of High-Performance Government and Innovation Kylie Jackson and IT Special Projects Manager Sara Martinez to present the update.

Ms. Jackson provided an overview of the 311 system, describing it as a centralized non-emergency service request platform available through three channels: a mobile app, a phone number, and an online portal. She illustrated the system's value by sharing that 311 eliminates the need for residents to identify the correct department on their own.

Ms. Martinez explained the functionality of the system and how it simplifies interactions for residents. Instead of using the website to search for departments, the 311 platform streamlines the process by internally routing requests, and ensuring residents receive updates.

Ms. Martinez stated the system soft-launched alongside the new city website in August 2025 and has since entered a full public awareness campaign. Outreach efforts included stickers on city vehicles, bus shelter and bus back advertising, and yard signs at parks and city facilities.

Data shows that over 1,200 requests were received. The average resolution time was approximately nine days, and the customer satisfaction score was 3.6 out of 5.

Ms. Jackson outlined next steps, including ongoing workflow refinements, implementation of call center technology and the future development of an AI-enabled chatbot for ticket creation directly on the city website.

Mayor Hall asked about the timeline for responding to requests. Ms. Jackson stated the team was working on service level agreements tailored to each request type, with a goal of acknowledging all requests within two business days.

Mayor Pro Tem McDonald showcased the QR code and noted it was simple to download the app. She asked whether an emergency escalation pathway existed for urgent issues submitted outside business hours. Ms. Martinez confirmed that emergency-type issues entered into the system, the platform immediately displayed an emergency phone number rather than accepting a ticket submission.

Mayor Pro Tem McDonald asked if users could track their own requests. Ms. Martinez confirmed that registered users could view all their submissions and communications within their account, and that anonymous submissions were also permitted.

Councilmember DeBoutez asked whether calls such as a stray dog report should go through 311. Ms. Martinez stated that for animal-related matters, residents should still call the non-emergency police line. 311 is only monitored during regular business hours.

Councilmember DeBoutez asked about language accessibility. Ms. Martinez stated the app is currently available in English and Spanish, and other options are available on the phone.

Councilmember Huddleston asked whether staff had begun measuring the administrative time savings from 311 implementation. Ms. Jackson acknowledged this was an important metric and stated that meaningful data would be more achievable once the call center component was fully operational.

Mayor Hall thanked staff for the information.

8. 2027 Budget Development Update

Deputy Director of Budget and Policy Kalen Myers introduced the item at 6:46 p.m.

Ms. Myers provided a recap of the budget development process to date. She noted that council has reviewed seven departments — Municipal Court, Fire, Police, Emergency Management, the City Manager's Office, Budget, and Finance — across prior work sessions. Ms. Myers presented a progress graphic showing that of the identified \$18.1 million general fund budget gap, \$17.2 million, or 95 percent, has been addressed through department proposals, leaving \$893,000 still to be resolved.

Ms. Myers provided a recap of the May 26th work session, where presentations on public safety, the city manager's team, and budget and finance were shared.

Councilmember Huddleston asked how revenue generation efforts being proposed by departments are being tracked relative to the gap. Ms. Myers confirmed that any revenue improvements were reflected in departmental reduction totals, and that additional global savings options — such as fund balance and carryover — will come forward from the budget team.

Councilmember Olson noted that the city collected approximately \$5.2 million more in revenue than anticipated in the current year and asked whether that changes the gap figure. Ms. Myers confirmed that the gap figure was based on revenue projections, and that if revenues were higher than projected, the gap could be smaller. She added that Council could reconsider how reductions would be applied, with the understanding of one-time v. continuous revenue streams.

Community Development, Code Compliance, Economic Development, Housing, and Homelessness

Deputy City Manager Kelli Johnson presented budget reduction proposals for five departments. Joining her were, Community Development Director Don Threewitt, Senior Manager of Code Compliance Buxton Demers, Housing Director Deb Callies, and Homeless Solutions Director Mandy Shreve.

Community Development was assigned a 17 percent reduction target of approximately \$1.14 million. Ms. Johnson stated the department successfully met its target primarily through revenue and cost recovery strategies rather than direct service cuts. The department is generating approximately \$1.1 million through fee adjustments, implementation of new cost recovery measures, and recapturing revenue sources.

This approach accelerated a multi-year fee study road map established in 2023, moving the department from approximately 45 percent toward 85 percent cost recovery. Service impacts included the elimination of the Neighborhood Improvement Grant Program and sponsored HOA training, elimination of seasonal intern support, and potential pressure on the 90-by-90 initiative, which was related to the development review timeline.

Councilmember DeBoutez asked about the internship program. Interim Director Threewitt stated two types had been used — a four-credit college project intern and a paid intern who performs departmental work. He acknowledged the program has provided productive value, particularly in GIS-related work. He noted cutting it would slow some non-critical work but not core services.

Code Compliance was assigned a 17 percent reduction of approximately \$162,000. Ms. Johnson stated the department identified approximately \$177,000 in savings through eliminating a vacant inspector position, adjusting revenue projections to align with actual collections, and updating fee structures. The department will move from six to five inspectors, with district inspectors absorbing additional commercial and complex case responsibilities.

Core neighborhood response services remained in place. However, the reduction decreases operational flexibility and backup coverage which may result in slower completion of more complex cases.

Councilmember DeBoutez asked about the administrative hearing officer's ability to reduce fines to zero. Ms. Johnson stated that minimum fines are set by code and

cannot be reduced to zero, though hearing officers may make different rulings that can technically be appealed.

Councilmember DeBoutez asked about potential revenue from improved fine collection. Mr. Demers stated that enforcing minimum fines consistently would yield approximately \$18,000 to \$28,000 in additional revenue based on 2025 data. He also noted a proposal to move from a flat \$25 stipulation to \$50 per violation for pre-hearing settlement, which would better reflect the minimum fine structure while reducing staff time associated with hearing preparation.

Councilmember Olson stated he has been frustrated for years with the pace of code compliance and the level of fines. He asked staff to continue evaluating ways to make the program more effective.

Economic Development and Urban Revitalization

Economic Development and Urban Revitalization was assigned a 25 percent reduction target of approximately \$659,000. Ms. Johnson stated the department met its target through approximately \$469,000 in expense reductions and \$190,000 in new revenue. Key reductions included cuts to external partner funding, elimination of the workforce development function, and a shift to a shared business analyst model. New revenue included small administrative support fees for overhead associated with Greeley Urban Renewal Authority (GURA) activities.

Councilmember Huddleston asked about the workforce development function and its partnerships. Mr. Threewitt described programs including engagement with educational institutions, primary employers, and vocational programs.

Councilmember Huddleston asked about the track record of partner agencies like Upstate Colorado in bringing businesses to Greeley. Mr. Threewitt acknowledged the significant value these organizations provide in regional lead generation. He stated the department was building direct relationships with industry-specific national site selectors.

Councilmember Olson stated economic development was among his top priorities alongside safety, security, and infrastructure. City Manager Brian McBroom added that the Cascadia and Catalyst projects were designed to open up West Greeley broadly for development, and that the infrastructure enabled by those projects would benefit approximately 20 square miles.

Councilmember DeBoutez asked about the real estate portfolio and opportunities for revenue. Mr. Threewitt described a reframing of the real estate management office as a "land office" model, including commission-based purchases, lease revenue optimization, energy and mineral rights leasing improvements, and application fees for external leasing activities.

Councilmember Huddleston asked about post-mortems on considered site selections. Mr. Threewitt stated that post-mortems are conducted with both partners and prospects, and that the most common deficiencies identified are lack of power, water infrastructure, and shovel-ready inventory. He noted the city's key deficits include vacant flex space and the need for timely power delivery, and that the Water and Sewer Department's industrial water bank was expected to be a significant asset going forward.

Councilmember Olson clarified that the infrastructure issue is not a lack of water itself but a lack of infrastructure to deliver water to specific sites. Mr. Threewitt confirmed.

Homeless Solutions

Homeless Solutions was assigned a 25 percent reduction target of approximately \$875,000 and successfully met that target. Ms. Johnson noted that an additional \$325,000 in grant reductions brings the total funding reduction to approximately \$1.2 million. Beyond those reductions, expiring grants and one-time funding result in an overall resource reduction of approximately 48 percent compared to 2026. Ms. Johnson emphasized an important distinction: the department's 2026 shelter funding included a \$1 million one-time allocation that has not been re-allocated for 2027.

The two most significant service level changes were in outreach and rapid rehousing. The outreach team was reduced from four positions to two case managers focused on problem-solving and resource coordination, with direct response to encampments and non-emergency homeless-related calls that will shift back to police and other departments. The rapid rehousing model will go from a traditional long-term assistance approach to a rapid exit model focused on helping the greatest number of households quickly.

Homeless Solutions Director Mandy Shreve said that United Way has committed to stretching available dollars to maintain shelter operations through the end of the cold weather season. Ms. Shreve noted United Way has been working to identify a partner to take over shelter services. City Manager McBroom said that the annual budget was approximately \$2.5 to \$3 million, of which the city's \$1.2 million was not enough.

Councilmember DeBoutez stated that the department reflects the most difficult aspect of the city's current budget situation. She stated that while the cuts are necessary, the community will now be managing homelessness primarily through EMS and police that addresses symptoms rather than root causes.

Councilmember Olson noted that mental health underlies much of the homelessness challenge and that organizations such as North Range Behavior Health and Frontier House are better positioned than government to address this. He stated the city took over direct service delivery around 2021-2022 and partnering would be more sustainable than continuing to operate the programs directly. Ms. Johnson noted that this perspective aligns with the direction she and Ms. Shreve are already pursuing.

Mayor Pro Tem McDonald stated the shelter is critical infrastructure for keeping vulnerable individuals off the streets, out of downtown businesses, and away from parks where needle use and other issues have generated community complaints. She stated the city, as the county seat, effectively serves the entire county's homeless population, and said it would be appropriate for county and municipal partners to contribute financially.

Mayor Hall noted that the Mayor's Homelessness Task Force remains active and that he has been exploring conversations with other communities to broaden participation and share responsibility.

Housing Solutions

Housing Solutions was assigned a 17 percent reduction target of approximately \$168,000. Ms. Johnson stated the department met its target through a combination of

staffing reductions — eliminating one position — recalibrating the G-HOPE down payment assistance program budget by 37 percent to better align with actual spending and revenue adjustments. She noted the department historically operated with limited staffing, and that this reduction further narrows capacity and ultimately means the focus will be on maintaining current programs.

Councilmember Huddleston asked about the status of a Proposition 123 down payment assistance grant application. Ms. Callies clarified this was a two-year, \$1 million application for down payment assistance funding outside the geographically constrained G-HOPE program. She stated the city did not receive the award, as a community partner — Impact Development Fund — received the grant instead. The city will now partner with Impact Development Fund to extend the benefit of those funds to Greeley residents.

Councilmember Olson asked about utilization of the G-HOPE program. Ms. Callies stated the highest annual expenditure was just under \$750,000 in 2025, the best year in the program's history with 11 closings.

Councilmember DeBoutez asked about the private activity bond housing developments approved the prior week. Ms. Callies confirmed the projects use traditional affordable housing financing tools entirely outside the general fund, and the expectation is to have approximately 500 housing units in Greeley over the next three years.

Mayor Hall acknowledged the difficulty of the budget process and thanked staff for the thoroughness of their work.

9. Motion to go into Executive Session to discuss the purchase and transfer of real estate, receive instructions regarding negotiations, and if necessary, receive legal advice related to the Civic Campus project and associated intergovernmental and development negotiations

A motion to go into executive session to discuss the purchase and transfer of real estate and to receive instructions regarding negotiations as provided for in C.R.S. §24-6-402(4)(a) and §24-6-402(4)(e)(I), and the Greeley Municipal Code §2-151(a)(1) and §2-151(a)(5), and if necessary, to receive advice from the City Attorney as provided for in C.R.S. §24-6-402(4)(b) and Greeley Municipal Code §2-151(a)(2).

Councilmember Olson moved to approve the motion. Mayor Pro Tem McDonald seconded the motion. The motion passed 6-0 at 7:58 p.m. with Councilmember Roth absent.

10. Scheduling Meetings, Other Events

None.

11. Adjournment

With no further information to come before Council, Mayor Hall announced that council would go into executive session at 8:00 p.m. and upon conclusion of the executive session, the meeting would be adjourned.

9. Motion to go into Executive Session to discuss the purchase and transfer of real estate, receive instructions regarding negotiations, and if necessary, receive

**legal advice related to the Civic Campus project and associated
intergovernmental and development negotiations**

Mayor Dale Hall started the Executive Session at 8:08 p.m. in the Colorado Room. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers except Councilmember Roth were present along with City Attorney Stacey Aurzada, City Manager Brian McBroom, Assistant City Attorney Ned Chapin, Deputy City Manager Kelli Johnson, Deputy City Manager Alena Portis, Senior Strategic Advisor John Hall, Division Treasurer Robert Miller, Deputy Director of Budget and Policy Kalen Myers.

The executive session was for the purpose of discussing the purchase and transfer of real estate as provided for under C.R.S. 24-6-402 (4)(a) and Greeley Municipal Code Section 2-151(a)(1) and for determining positions, developing strategy, and instructing negotiators as provided for under C.R.S. Section 24-6-402(4)(e)(I) and Greeley Municipal Code Section 2-151(a)(5) and to receive legal advice related to these matters as provided under C.R.S. Section 24-6-402 (4)(b) and Greeley Municipal Code Section 2-151(a)(2).

Mayor Hall cautioned each participant in the executive session to confine discussion to the stated purpose and reminded everyone that no formal action may occur in executive session. He asked if at any point in the executive session any participant believes that the discussion was going outside the proper scope of the executive session, to please interrupt the discussion and raise an objection.

The Executive Session concluded at 9:12 p.m.

The recording of this executive session will be retained as provided in the City's records retention policy and in conformity with the Colorado Open Meetings Law for a period of 90 days.

Approved:

X

Dale Hall
Mayor

Attested:

X

Heidi Leatherwood
City Clerk



Council Agenda Summary

July 7, 2026

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Resolution to confirm the appointment of Robert Hepperle to the Human Relations Commission as the University of Northern Colorado representative for a term through May 31, 2028

Summary:

Pursuant to Greeley Municipal Code Sec. 2-593, the Human Relations Commission consists of 11 members. Eight members are appointed by City Council, and three serve as official representatives from the University of Northern Colorado, Aims Community College, and School District Six, respectively, each appointed by the president or superintendent of their institution.

University of Northern Colorado Andy Feinstein has appointed Robert Hepperle to the Human Relations Commission. This appointment fills the vacancy left in March 2026, for a term expiring May 31, 2028.

The Human Relations Commission works to promote mutual respect, understanding, and positive relations among all members of the Greeley community.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?

No

Legal Issues:

None.

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

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:

Adopt the resolution.

Attachments:

1. Resolution No. 91, 2026
2. UNC City of Greeley Human Relations Committee Nomination

CITY OF GREELEY, COLORADO
RESOLUTION NO. 91, 2026

**A RESOLUTION CONFIRMING THE APPOINTMENT OF ROBERT HEPPERLE AS THE
UNC REPRESENTATIVE TO THE HUMAN RELATIONS COMMISSION**

WHEREAS, the City of Greeley Municipal Code, Sec. 2-593 established the Human Relations Commission; and

WHEREAS, the purpose of the Human Relations Commission is to foster mutual respect and understanding and to create an atmosphere conducive to the promotion of amicable relations among all members of the city community, to serve as a vehicle through which the citizens can convey their suggestions on the policies of local government with respect to social problems, to be sensitive to the social needs of the citizens, and to advise and assist the city government in relating human relations and social service programs to the needs of the people; and

WHEREAS, the Commission shall consist of 11 members, one whom shall be the official representative of the University of Northern Colorado; and

WHEREAS, that member must be appointed by the President of the University of Northern Colorado; and

WHEREAS, a vacancy for a member appointed by the University of Northern Colorado became available in March 2026; and

WHEREAS, University of Northern Colorado, Andy Feinstein appointed Robert Hepperle as the representative of UNC on the Human Relations Commission, with a term set to expire May 31, 2028.

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

Section 1. The Greeley City Council appoints Robert Hepperle to the Human Relations Commission, with a term set to expire May 31, 2028.

Section 2. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF ____

2026.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



June 1, 2026

City of Greeley City Council
c/o Office of the Mayor and City Council
1000 10th Street
Greeley, CO 80631

Dear Members of the Greeley City Council,

On behalf of the University of Northern Colorado, I am pleased to submit this letter of recommendation for Mr. Robert Hepperle to serve as the University's appointee to the City of Greeley Human Relations Commission.

The University of Northern Colorado values its longstanding partnership with the City of Greeley and shares the mission of fostering mutual respect, understanding, and inclusivity throughout our community. The Human Relations Commission plays a vital role in advancing these efforts by serving as a forum for dialogue, identifying community needs, and advising on policies that support equity and social well-being.

Mr. Hepperle is exceptionally well-qualified to contribute to the Commission's work. He brings a strong commitment to community engagement, a deep understanding of issues affecting diverse populations, and a collaborative approach to problem-solving. His professional experience and dedication to fostering inclusive environments align closely with the mission and responsibilities of the Commission. I am confident that he will provide thoughtful insight and meaningful contributions as a representative of the University and the broader Greeley community.

We respectfully recommend Mr. Hepperle for appointment and appreciate your consideration of this nomination. Please find his contact information below to facilitate next steps:

Robert Hepperle
Assistant Vice President
Robert.hepperle@unco.edu
(970) 351-3731

Thank you for your continued partnership with the University of Northern Colorado and for your leadership in supporting initiatives that strengthen our community.

Sincerely,

Dr. Andy Feinstein
President



Council Agenda Summary

July 7, 2026

Key Staff Contact: Adam Turk, Police Chief

Title:

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 Officer Behavioral Health Support and Community Partnership Grant Program

Summary:

The Colorado Department of Local Affairs (DOLA) has a grant opportunity to provide financial assistance annually to local law enforcement agencies, peace officer organizations, and public safety agencies that employ peace officers for purposes listed below.

- Co-responder community responses;
- Community-based alternative responses;
- Counseling services for peace officers and their immediate family members;
- Assistance for development and implementation of policies to support peace officers who are involved in shootings or fatal use of force;
- Training and education programs that teach peace officers and their immediate family members the symptoms of job-related mental trauma and how to prevent and treat such trauma;
- Peer support programs for peace officers.
- Hiring, contracting, or developing a remote network to provide behavioral health counseling, therapy or other related support services to peace officers involved in job-related traumatic situations

The award amount is not decided until after application. DOLA determines the award based on funding availability and jurisdiction size.

The grant deadline is July 24, 2026.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Positive Impact: What is the onetime and/or ongoing amount? The dollar amount will be decided when the application has been accepted and approved.

Is it budgeted? No

Does it require a new appropriation? No

Are there any long-term financial impacts? No

Is there grant funding for this item? Yes

Does this action have potential long-term fiscal implications? No

Legal Issues:

None

Other issues and Considerations:

N/A

Strategic Focus Area:

Safe and Secure Communities

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:

Adopt the resolution.

Attachments:

1. Resolution No. 92, 2026

CITY OF GREELEY, COLORADO

RESOLUTION NO. 92, 2026

**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 OFFICER BEHAVIORAL HEALTH
SUPPORT AND COMMUNITY PARTNERSHIP 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 Officer Behavioral Health Support and Community Partnership Grant Program; and

WHEREAS, the grant funds shall be used for the Counseling services for peace officers and their immediate family members, assistance for development and implementation of policies to support peace officers who are involved in shootings or fatal use of force, training and education programs that teach peace officers and their immediate family members the symptoms of job-related mental trauma and how to prevent and treat such trauma; peer support programs for peace officers; 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 GREELEY,
COLORADO:**

Section 1. That the City Council hereby approves submission of a grant application provided by the Colorado Department of Local Affairs.

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

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF
_____, 2026.**

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

July 7, 2026

Key Staff Contact: Mandy Shreve, Homeless Solutions Director

Title:

Resolution authorizing a grant agreement with the State of Colorado, Department of Local Affairs, to receive grant funds through the supportive housing for Olmstead Advancement Program

Summary:

The City of Greeley has applied for and been awarded funding from the Colorado Department of Local Affairs (DOLA) Division of Housing through the Supportive Housing for Olmstead Advancement Program in the amount of \$100,800. As part of the grant requirements, the City and North Range will provide matching funds in the amount of \$100,800. The DOLA Grant funds will be spent on costs directly related to tenancy support services.

To receive the grant funds, the City must execute a Grant Agreement with the State of Colorado, a copy of which is attached as Exhibit A and incorporated herein by reference. If Council accepts grant funds, it will be reflected in the October appropriation for the 2026 budget as an increase of \$100,800 to fund 176 as a result of new grant revenue. The City is authorized by Section 3-5 of the Greeley City Charter and Section 2-186 of the Greeley Municipal Code to enter into intergovernmental agreements to furnish governmental services.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Positive

Positive Impact: What is the onetime and/or ongoing amount?

Onetime with possibility for renewal depending on available funds

Is it budgeted?

Yes

Does it require a new appropriation?

Yes

Are there any long-term financial impacts?

No, this is a one-year contract.

Legal Issues:

None.

Other issues and Considerations:

None.

Strategic Focus Area:

Housing For All

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:

Adopt the resolution.

Attachments:

1. Resolution No. 93, 2026 with Exhibit A

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 93, 2026**

**A RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE STATE OF
COLORADO TO RECEIVE GRANT FUNDS THROUGH THE SUPPORTIVE
HOUSING FOR OLMSTEAD ADVANCEMENT PROGRAM**

WHEREAS, the City of Greeley has applied for and been awarded funding from the Colorado Department of Local Affairs Division of Housing through the Supportive Housing for Olmstead Advancement Program in the amount of \$100,800 and as part of the grant requirements, the City will provide matching funds in the amount of \$100,800; and

WHEREAS, the DOLA Grant funds will be spent on costs directly related to tenancy support services; and

WHEREAS, to receive the grant funds the City must execute a Grant Agreement with the State of Colorado, attached as Exhibit A; and

WHEREAS, the City of is authorized by Section 3-5 of the Greeley City Charter and Section 2-186 of the Greeley Municipal Code to enter into intergovernmental agreements to furnish governmental services.

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

Section 1. The City Council hereby authorizes the City to enter into an Intergovernmental Agreement with the State of Colorado, Department of Local Affairs, for acceptance of a grant, and authorizes the City Manager to sign the grant agreement.

Section 2. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF JULY, 2026.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

**State of Colorado Grant Agreement
Cover Page**

State Agency
Department of Local Affairs
for the benefit of the Division of Housing

Grantee
City of Greeley

Grantee UEI
N/A State Funds

Agreement Maximum Amount
\$100,800.00

Funding Program: Tenancy Support Services
("TSS")

Funding Source: State

Agreement Encumbrance Number
H7PEH35217

CMS Number
205629

Agreement Performance Beginning Date
The later of the Effective Date or July 1, 2026

Initial Agreement Expiration Date
June 30, 2027

Fund Expenditure End Date
June 30, 2027

Assistance Listing Number (ALN):
n/a

Agreement Authority - Authority for this Agreement arises from §24-32-705 C.R.S., §§29-32-101 to 106, C.R.S., as amended and Colorado House Bill 23-1304.

Agreement Purpose – To provide Tenancy Support Services (TSS) to permanent supportive housing program participants.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

- Exhibit A – Applicable Laws
- Exhibit B – Statement of Work
- Exhibit C – Reserved
- Exhibit D – Description of Activities
- Exhibit E – PII Certification
- Exhibit F – Reserved
- Exhibit G – Sample Option Letter

In the event of a conflict of 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:

1. Colorado Special Provisions in §19 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit B – Statement of Work
4. Exhibit A – Applicable Laws
5. Exhibit D – Description of Activities
6. Exhibit E – PII Certification
7. Exhibit G – Sample Option Letter

Principal Representatives

For the State:
Tyler Jaeckel, Director
Division of Housing
Department of Local Affairs
1313 Sherman Street, Rm 320
Denver, CO 80203
Tyler.Jaeckel@state.co.us

For Grantee:
Brian McBroom, City Manager
City of Greeley
1100 10th Street
Greeley, CO 80631
Brian.mcbroom@greeleygov.com

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.

GRANTEE

City of Greeley

DIVISION OF HOUSING

Contract Reviewer

By: Brian McBroom, City Manager

Date: _____

By: Julia Zaffarano, Director, Office of Homeless Initiatives

Date: _____

STATE OF COLORADO

Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS

By: Maria De Cambra, Executive Director

Date: _____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____

Name: _____

Title: _____

Effective Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated above by the State Controller or an authorized delegate.

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1. Parties

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO (the “State”) acting by and through the Department of Local Affairs (“DOLA”) for the benefit of the Division of Housing (“DOH”). Grantee 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 Grantee 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 (1) 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 Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement. The total duration of this Agreement including the exercise of any options to extend shall not exceed five (5) years from its Effective Date without approval of the Colorado Office of the State Controller.

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 Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) 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 by Grantee, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Grantee 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, Grantee 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 Grantee 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 Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

[Reserved].

3. Definitions

The following terms shall be construed and interpreted as follows:

- A. "Agreement" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. "Award" [Reserved].
- 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 Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of

Grant Agreement

CMS#: 205629

such proceeding, shall also constitute a breach. If Grantee 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 B, §5.2**.
- E. “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.
- F. “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.
- G. “CORA” means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.
- H. “Default” means a Breach of Agreement that is not cured within 30 days after the delivery of written notice by the aggrieved Party to the other Party.
- I. “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.
- J. “End of Term Extension” means the time period defined in **§2.D**.
- K. “Exhibits” means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- L. “Extension Term” means the time period defined in **§2.C**.
- M. “Federal Award” [Reserved].
- N. “Federal Awarding Agency” [Reserved].
- O. “Goods” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee 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. “Matching Funds” means the funds provided Grantee as a match required to receive the Grant Funds.
- T. “Party” means the State or Grantee, and “Parties” means both the State and Grantee.
- U. “PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- 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; 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. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et seq., C.R.S.
- W. “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.
- X. “Project” means the overall project described in **Exhibit B** including, without limitation, the Work and the Services.
- Y. “Subject Property” means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Grant Funds are used to construct, rehabilitate, clear or demolish improvements.
- Z. “Recipient” [Reserved].
- AA. “Services” means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- BB. “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 Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation

owed by Grantee to the State; (iv) is disclosed to Grantee, 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.

- CC. “State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.
- DD. “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.
- EE. “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.
- FF. “Subcontractor” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- GG. “Subrecipient” [Reserved].
- HH. “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.
- II. “Uniform Guidance” [Reserved].
- JJ. “Work” means the Goods delivered and Services performed pursuant to this Agreement.
- KK. “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 in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

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

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 Agreement that exceeds the Agreement Maximum shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B**. Satisfactory performance of the terms of this Agreement is a condition precedent to the State's obligation to pay Grantee.
- b. Grantee 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 forty-five (45) days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee 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 Grantee 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 forty-five (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 one percent (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. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within thirty (30) days following the earlier to occur of Grantee'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 Grantee 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 Grantee 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 Grantee 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

[Reserved].

C. Matching Funds

Grantee shall provide Matching Funds as provided in **Exhibit B**. Grantee 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. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in **Exhibit B** has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee 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 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

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described on the Cover Page, as described in this Grant and shown in the Budget in **Exhibit B**, except that Grantee may adjust the amounts between each line item of the Budget as provided for in §5.4 of **Exhibit B**, 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 Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-agreement costs pursuant to §5.2.2 of **Exhibit B**. Grantee'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,

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shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget 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

DOLA shall not release final payment until Grantee has met its close-out obligations, which include, without limitation, completion of the Project, and compliance with all monitoring reporting requirements. Grantee shall close out this Agreement within forty-five (45) days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold up to 10% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. Reporting - Notification

A. Periodic Reports

In addition to any reports required pursuant to §§6, 7 & 16 of this Agreement, Grantee shall comply with all reporting requirements of **Exhibit B**.

B. Litigation Reporting

If Grantee 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 Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (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.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State as provided in §7 of **Exhibit B** and 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 Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery or gratuity violations potentially affecting this Agreement. The State 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

Grantee 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 or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the “Record Retention Period”) of three (3) years following the date of submission to the State of the final expenditure report, or if this Agreement is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Agreement 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. The State, may notify Grantee 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

Grantee 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 Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) 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 will monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by the State. 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.

D. 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 Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee 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. 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 Agreement 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 Agreement, 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 Agreement. Grantee 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. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

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 Agreement, 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. Unless Grantee can establish that none of Grantee or any of its

agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. 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. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee 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 Grantee shall reimburse the State for the reasonable costs thereof.

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. In addition, as set forth in § 24-74-102, et seq., C.R.S., Grantee, including, but not limited to, Grantee’s employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis Grantee’s duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflicts Of Interest

A. Actual 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 Agreement. Such a conflict of interest would arise when a Grantee 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

Grantee 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,

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 Agreement.

C. Disclosure to the State

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. 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. Ethical Principles

Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.

10. Insurance

Grantee 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. Grantee may determine and require a higher limit of subcontractors or not require certain insurance in this §10 that does not directly apply to the work of any subcontractors.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee 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 one (1) fire.

C. Automobile Liability

If applicable, 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. Cyber/Network Security and Privacy Liability

This section ☒ shall | ☐ shall not apply to this Agreement.

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

This section ☐ shall | ☒ shall not apply to this Agreement.

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance coverage for financial loss of State or Federal Funds for causes including, but not limited to, theft, forgery, embezzlement and funds transfer fraud with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Umbrella Liability Insurance

[Reserved].

H. Property Insurance

[Reserved].

I. Flood Insurance

[Reserved].

J. Builder's Risk Insurance

[Reserved]

K. Pollution Liability Insurance

[Reserved].

L. 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 Grantee and Subcontractors.

M. Primacy of Coverage

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

N. Cancellation

All commercial 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 Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven (7) days of Grantee's receipt of such notice.

O. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee 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 Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

P. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Grantee 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, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, 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.

Q. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Grantee's execution of the subcontract. No later than fifteen (15) days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee 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, Grantee shall, within seven (7) 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 of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party except that, at the aggrieved Party's sole discretion, the thirty (30) day period may be extended. 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 Grantee 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 Grantee 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

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee 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, Grantee 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, Grantee 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, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee 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 Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee'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, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee 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 Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee 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 Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee'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 Grantee'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, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(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.

f. Collection of Unallowable Costs (2CFR 200.410)

[Reserved].

g. Technical Assistance

State may elect to conduct on-site monitoring and work closely with Grantee until the Project is back on schedule. State shall provide prior written notice to Grantee if its elects to conduct on-site monitoring, which shall be conducted during normal business hours and shall not unduly disrupt Grantee's business operations.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, 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 Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within ten (10) Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the Department of Local Affairs 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, C.R.S. and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee'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 Grantee 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

i. Copyrights

[Reserved].

ii. Patents

[Reserved].

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee 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 Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee 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 Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee 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. Statewide Contract Management System

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. Restrictions on Public Benefits

This section ☐ shall | ☒ shall not apply to this Agreement.

Grantee shall confirm that any individual natural person is lawfully present in the United States pursuant to 8 U.S.C. §§1601 *et seq.* when such individual applies for public benefits provided under this Agreement by requiring the applicant to:

- A. Produce a verification document in accordance with 62 Fed. Reg. 221 (November 17, 1997), pp. 61,363 - 61,371; and,
- B. Execute a Residency Declaration, attached as Form 1, or a substantially similar form as determined by the State.

18. General Provisions

A. Applicable Laws

At all times during the performance of this Agreement, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended including, without limitation, those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by Subcontractors under subcontracts permitted by this Agreement.

B. Assignment

Grantee'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 Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

C. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee 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.

D. Binding Effect

Except as otherwise provided in **§18.B** and **Exhibit B**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. Jurisdiction and Venue

[Reserved].

K. 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.

i. By the Parties

The State, at its discretion, shall have the option to unilaterally extend the Initial Agreement Expiration Date, change the Agreement Maximum Amount, and in the Statement of Work (**Exhibit B**), adjust the Project Budget, modify the Service Area, the Milestones, the Responsible Administrator, the Payment Schedule, and the Remittance Address through an Option Letter in a form substantially similar to **Exhibit G**, properly executed and approved in accordance with applicable State laws, regulations, and policies. Modifications other than by Option Letter shall not take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with State laws, regulations, and policies.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

iii. Items not Requiring Modification - Consents

Where the terms of this Agreement require the Grantee to obtain the consent of the Division of Housing, the Division Director or their delegate shall be authorized to provide such consent.

L. 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.

M. 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 Grantee'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.

N. 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.

O. 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.

P. 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 Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

Q. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.B**, 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.

R. 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.

S. 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.

T. Standard and Manner of Performance

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

U. Licenses, Permits, and Other Authorizations

Grantee 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.

V. Indemnification

- i. General Indemnification [Reserved].
- ii. Confidential Information Indemnification [Reserved].
- iii. Intellectual Property Indemnification [Reserved].
- iv. Accessibility Indemnification

Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Grantee's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

W. Compliance with State and Federal Law, Regulations, and Executive Orders
[Reserved].

X. Accessibility

- i. Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.
- ii. The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-

approved vendor, at no additional cost to the State.

19. 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.

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

Grantee 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 Grantee harmless; requires the State to agree to binding arbitration; limits Grantee'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. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee 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. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. Vendor Offsets 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 Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments

under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

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Exhibit A, Applicable Laws

Laws, regulations, and authoritative guidance applicable to this Agreement may include, without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. 6101, *et seq.*
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621, *et seq.*
3. Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*
4. Emergency Solutions Grants Program, 24 C.F.R. Parts 84, 85, 91 and 576.
5. Equal Pay Act of 1963, 29 U.S.C. 206(d).
6. Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359.
7. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, implementing regulations at 24 CFR Part 8.
8. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.*
9. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, *et seq.*
10. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, *et seq.*
11. §24-34-301, *et seq.*, C.R.S. (Colorado Civil Rights).
12. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, implementing regulations at 24 CFR Part 135.
13. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, *et seq.*, implementing regulations at 49 CFR Part 24.
14. Davis-Bacon Act, 40 U.S.C. 3141, *et seq.*, implementing regulations at 29 CFR Parts 1, 3, 5, 6, and 7.
15. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701, *et seq.*, implementing regulations at 29 CFR Part 5.
16. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”), 2 CFR Part 200.
17. Colorado Local Government Audit Law, §29-1-601, *et seq.*, C.R.S.
18. Colorado Housing Act of 1970, §24-32-701, *et seq.*, C.R.S.
19. §24-75-601, *et seq.*, C.R.S. (Funds – Legal Investments).
20. McKinney–Vento Homeless Assistance Act as amended by The Homeless Emergency Assistance and Rapid Transition to Housing HEARTH) Act of 2009.
21. §24-32-705 C.R.S., §§29-32-101 to 106, C.R.S., as amended and Colorado House Bill 23-1304.

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EXHIBIT B STATEMENT OF PROJECT

1. GENERAL.

- 1.1 Project Description.** Grantee is being provided with Grant Funds to administer the Tenancy Support Services (“TSS”) program (the “Program”) in accordance with this Agreement (the “Project”). The Program delivers comprehensive tenancy support services, including in-reach and outreach, housing search and placement assistance, counseling, and other services, in a supportive housing model for participants or applicants of supportive housing. The Program is designed to strengthen each household’s ability to transition into stable housing and successfully maintain tenancy.

Grantee shall use Grant Funds to serve approximately twenty-eight (28) households through the Project. Eligible households served under the Project are limited to households that are extremely low-income and whose heads of household are eighteen years or older, have a history of homelessness, and have a disabling condition. Eligible households must be participants or applicants of the City of Greeley OA TSS (Foundations Housing Team) Colorado House Bill 22-1378 (“PEH”) program.

- 1.2 Preference.** Grantee shall give a preference to households based on preferences listed in the DOH-approved Tenant or Participant Selection Plan.
- 1.3 Service Area.** Performance of services for this Agreement shall occur in the City of Greeley in the State of Colorado. If the Project provides direct services to households, Grantee may serve eligible households outside of the service area who are referred through the approved referral pathway.

1.4 Grantee’s Obligations.

- 1.4.1** Grantee shall comply with the Description of Activities as provided in **Exhibit D**, administer this Agreement, and provide required documentation to the State as specified herein.

- 1.4.2** Grantee shall enter into a written agreement(s), the content of which meets DOLA’s requirements, with the following individuals or entities prior to disbursing any funds:

- 1.4.2.1** All Subcontractors engaged by Grantee to aid in the performance of the Work.

- 1.4.3** Grantee’s rights and obligations under this **Exhibit B** are personal and may not be transferred or assigned without the prior, written consent of DOH. 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 Agreement.

- 1.5 Time of Performance.** Grantee shall commence performance of its obligations on the Agreement Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. Time of Performance may be extended in accordance with **§2C**, **§2D**, or **§18K** of the Grant Agreement. To initiate the extension process, Grantee shall submit

a written request to DOH Contact at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.

2. DEFINITIONS.

The following definitions are in addition to definitions appearing in the main Grant Agreement and other Exhibits.

- 2.1 Administrative Plan.** “Administrative Plan” means the Colorado Division of Housing (“DOH”) Housing Choice Voucher (“HCV”) and Rental Assistance Programs (“RAP”) Administrative Plan, which details policies and procedures for DOH voucher programs. The Administrative Plan is available at <https://doh.colorado.gov/publications-and-reporting>.
- 2.2 Beneficiaries.** “Beneficiaries” means the persons and/or households who are the end users that benefit from the Project.
- 2.3 Comparable Database.** “Comparable Database” means a database that meets all Homeless Management Information System (“HMIS”) data standards and the minimum standards of HMIS privacy and security requirements, including HUD’s most recent reporting standards. If a recipient or subrecipient is a victim service provider (i.e., a non-profit organization whose primary mission is to provide services to survivors of domestic violence, dating violence, sexual assault, or stalking), it is prohibited from entering client-level data into an HMIS and must instead enter data into a comparable database. Legal service providers, who can document that entering client-level data would violate attorney-client privilege, may be permitted to use a comparable database. In Colorado, the selected comparable database that all DOH subrecipients who are victim service providers must use is “Vela.”
- 2.4 Continuum of Care (“CoC”).** “Continuum of Care (“CoC”)” means a HUD-designated region organized to coordinate homelessness services and strategies within a defined geographic area, as outlined in the CoC Program Interim Rule. CoCs are composed of representatives from relevant organizations, such as nonprofit homeless service providers, government agencies, housing authorities, healthcare and education systems, advocates, individuals with lived experience of homelessness, and others. Colorado has four CoCs: Balance of State CoC includes 54 rural and non-metro counties, Metro Denver CoC includes seven counties in the metro Denver area, Northern Colorado CoC includes Larimer and Weld counties, and Pikes Peak CoC includes El Paso County.
- 2.5 Extremely Low-Income.** “Extremely Low-Income” means a household whose annual income does not exceed thirty percent (30%) of the median family income of a geographic area, as determined by HUD, with adjustments for smaller and larger families or as HUD establishes for the area.
- 2.6 Homeless Management Information System (“HMIS”).** “Homeless Management Information System (“HMIS”)” means the information system designated by CoC to comply with HUD data collection, management, and reporting standards and used to

collect client-level data and data on the provision of housing and services to individuals and families experiencing or at-risk of homelessness.

- 2.7 Household.** "Household" means a single individual or group of persons who present together and live in the same dwelling. If the persons are not housed, then Household means persons who would live together in one dwelling if housed.
- 2.8 Housing Focused with Services.** "Housing Focused with Services" means an approach that prioritizes rapid placement and stabilization in housing for people experiencing homelessness, thus ending their homelessness. It is guided by the understanding that people need basic necessities, such as food, a place to live, and safety, in order to pursue personal goals and improved quality of life.
- 2.9 Housing Quality Standards ("HQS").** "Housing Quality Standards ("HQS")" means the minimum quality standards developed by HUD in accordance with 24 CFR 5.703, including any variations approved under 24 CFR 5.705(a)(3). Program regulations specify which standards apply and may include exceptions or alternative requirements based on the program or type of assistance.
- 2.10 HUD.** "HUD" means the acronym used for the U.S. Department of Housing and Urban Development.
- 2.11 Lived Experience.** "Lived Experience" means current or past experience with homelessness and/or related systems, such as housing, behavioral health, and social services. People with lived experience have first-hand knowledge of how these systems operate and can affect individuals. Their perspectives provide valuable insights and expertise to shape and improve policies, programs, and systems.
- 2.12 Motivational Interviewing ("MI").** "Motivational Interviewing ("MI")" means a collaborative, person-centered form of guiding designed to elicit and strengthen an individual's motivation for change by exploring and resolving ambivalence. MI is considered an evidence-based practice with demonstrated success.
- 2.13 National Standard for the Physical Inspection of Real Estate ("NSPIRE").** "National Standard for the Physical Inspection of Real Estate ("NSPIRE")" means the housing standards established by HUD to ensure HUD-assisted units are safe, functionally adequate, operable, and free of health and safety hazards. NSPIRE is designed to streamline, consolidate, and align inspection standards across existing regulations and standards, such as Housing Quality Standards (HQS).
- 2.14 Pre-Agreement Costs.** "Pre-Agreement Costs" means costs incurred prior to the Effective Date of this Agreement that are eligible for payment with Grant Funds. Pre-Agreement costs are allowed only to the extent such costs are authorized and specifically identified in this **Exhibit B**.
- 2.15 Program Income.** "Program Income" means the income received by the recipient or subrecipient directly generated by a grant-supported activity. Program income earned during the grant term shall be added to funds committed to the Project and used for eligible activities in accordance with the requirements of the applicable regulations.
- 2.16 Rent Reasonableness.** "Rent Reasonableness" means a U.S. Department of Housing and Urban Development ("HUD") rent standard designed to ensure rent for a unit receiving

rental assistance is comparable to rent for similar unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.

2.17 Shelter and Housing Standards. “Shelter and Housing Standards” means the minimum standards established by HUD for HUD-assisted programs. HUD regulations establish standards for emergency shelters that use funds for conversion, major rehabilitation, other renovations, or shelter operations assistance, and standards for permanent housing programs, such as rapid re-housing, homelessness prevention, and permanent supportive housing. Program regulations specify minimum shelter and housing standards for each program and program component.

2.18 Tenant or Participant Selection Plan. “Tenant or Participant Selection Plan” means the written document outlining the relevant selection process including eligibility criteria, referral sources, and preferences and priorities. Tenant Selection Plan is applicable to single-site projects. Participant Selection Plan is applicable to scattered-site projects.

2.19 Trauma-Informed Care. “Trauma-Informed Care” means an approach to the delivery of behavioral health and case management services that includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations. It involves viewing trauma through a cultural lens and recognizes that context plays a significant role in how individuals perceive and process traumatic events. A trauma-informed approach realizes the widespread impact of trauma; understands potential paths for healing; integrates knowledge of trauma into policies and practices; and seeks to actively prevent re-traumatization.

3. DELIVERABLES.

3.1 Outcome. Project Completion in accordance with the Agreement Authority appearing on the Cover Page in the main Grant Agreement, the Grantee’s application, the administrative and performance measures set forth below, and other terms and conditions of this Grant Agreement.

3.2 Administrative Measures. Grantee shall comply with the following milestones and target dates, unless otherwise determined by DOH:

Milestone/Grantee Shall:	Target Date:
Submit certificate of insurance	Per main Grant Agreement §10L
Draw down at least 25% of Grant Funds	By 25% of grant term completion
Draw down at least 50% of Grant Funds	By 50% of grant term completion
Draw down at least 75% of Grant Funds	By 75% of grant term completion
Submit Reporting	Per §7.3
Submit requests for reimbursement	Per §6.1

3.3 Performance Measures. Grantee shall comply with the following milestones and target dates, unless otherwise determined by DOH:

Milestone/Grantee Shall:	Target Date:
Serve the requisite number of households, per §1.1, at minimum	Agreement Expiration Date
Secure successful permanent housing for participants (Benchmark A)	Agreement Expiration Date
Reduce recidivism to homelessness, incarceration, or hospitalization by assisting 85% of participants who enter housing to maintain stable, permanent housing, at minimum (Benchmark B, Measure B1)	Agreement Expiration Date
Assist 80% of adult participants, at minimum, to increase, secure, and/or maintain non-cash benefits after one year and upon program exit (Benchmark C, Measure 1)	Agreement Expiration Date
Assist 80% of adult participants, at minimum, to increase, secure, and/or maintain income (unearned and earned) after one year and upon program exit (Benchmark C, Measure 2)	Agreement Expiration Date
Assist 80% of adult participants, at minimum, to secure and/or maintain health insurance (including Medicaid) after one year and upon program exit (Benchmark C, Measure 2)	Agreement Expiration Date

4. KEY PERSONNEL.

- 4.1 Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this Project:

Mandy Shreve, Director of Homeless Solutions
City of Greeley
1100 10th Street
Greeley, CO 80631
Email: mandy.shreve@greeleygov.com

- 4.2 DOH Contact.** Caitlin Lovett, Caitlin.lovett@state.co.us

- 4.3 Replacement Personnel.** If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with §14 of the main body of the Agreement, with a copy to DOH Contact. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until

such time as the Grantee proposes a replacement and such replacement is approved by DOH.

5. FUNDING.

The amount of funding provided by the State is limited to the Agreement Maximum Amount shown on the Cover Page of the Grant Agreement and is shown in the table in §5.2.1 as “Grant Funds (DOLA)”. The amount of Grant Funds (DOLA) may be reduced if Grantee fails to comply with the Deliverables in §3. The Grant Funds shall be used for activities shown in the table in §5.2.1.

5.1 Other Funds. Grantee shall provide all funds necessary to complete the Project.

5.2 Project Budget.

Source	Amount
Grant Funds (DOLA)	\$100,800
Matching Funds	\$100,800
Total Sources	\$201,600

5.2.1 Grant Funds (DOLA). Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line item adjustments made pursuant to §5.4.1). Descriptions of eligible uses appear in the Description of Activities in **Exhibit D**. Costs incurred after the Fund Expenditure End Date on the Cover Page of the main Grant Agreement will not be reimbursed.

For the purposes of this Agreement, if §10E of the Grant Agreement does not apply, then the eligible uses below shall not include professional services requiring licensure, certification and professional liability insurance provided in-house by the Grantee or a subcontractor engaged to aid in performance of the Work. Funds expended for such services will not be reimbursed.

Eligible Use	Amount
Tenancy Support Services Delivery	\$100,800
Total	\$100,800

5.2.2 Pre-Agreement Costs. [Reserved].

5.3 Matching Funds. Grantee shall provide the funds, if any, identified as “Matching Funds” in §5.2. Matching funds shall be limited to the Eligible Uses in §5.2.1.

5.4 Project Budget Line Item Adjustments.

5.4.1 If the table in §5.2.1 lists more than one Eligible Use, line items may be adjusted up to an aggregate of 10% of the line item from which funds are being moved upon prior written approval of DOH. Increases to administrative line items (e.g., development fees, administration, administrative costs, project delivery) will not be approved.

5.4.2 Changes to individual line item amounts in excess of 10% require prior written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request, and any necessary documentation. If the State approves such request, the State may unilaterally

execute an Option Letter accepting such request pursuant to **§18K** of the Grant Agreement.

- 5.5 Payment Recapture.** If Grantee determines that it has failed to use any DOLA payment for the use indicated in the payment request and any related documentation, or used a payment for a use that is inconsistent with the approved uses under this Agreement, Grantee shall notify DOLA in writing within fifteen (15) business days. Grantee shall repay such funds to DOLA within fifteen (15) business days of such notice or, if the inconsistent use is discovered by DOLA, within fifteen (15) business days of DOLA's request for repayment.

6. PAYMENT.

Payments to Grantee shall be made in accordance with the provisions of **§5** of the Grant Agreement, and this **§6** of **Exhibit B**.

- 6.1 Payment Schedule.** Grantee shall draw down at least 25% of total Grant Funds by 25% of the grant term, 50% of total Grant Funds by 50% of the grant term, and 75% of total Grant Funds by 75% of the grant term. If Grantee fails to draw down Grant Funds in accordance with this schedule, DOH may, in its sole discretion, deobligate the remaining funds.

Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20th of each month, in such manner as DOH directs. DOH may request the Grantee to submit payment requests for the months of May and June earlier than the 20th in order to complete closeout of the state fiscal year in a timely manner. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month's pay request. DOH shall review the pay request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment.

Payment	Amount	
All Payments	Up to total	Paid upon DOLA's receipt and approval of a written request for payment and expense documentation of eligible costs, Beneficiary data and all required reports.
Total	\$100,800	

6.1.1. Advance Payment. [Reserved].

- 6.2 Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the Agreement:

City of Greeley
1100 10th St
Greeley, CO 80631

- 6.3 Interest.** If advance payments of projected expenses are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to \$500 per year for administrative expenses. All interest earned in excess of \$500 shall be remitted to DOLA.

- 6.4 Withholding of Payments.** In addition to any other rights that the State has with respect to enforcement of this Agreement, DOH may, at its discretion, withhold its approval of payment requests submitted by Grantee pursuant to **§6.1** pending Grantee's submission and DOH's review and approval of any reporting required pursuant to the terms of the main body of the Grant Agreement or this **Exhibit B**.

7. ADMINISTRATIVE REQUIREMENTS.

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, DOH Guidelines, and this **Exhibit B**.

- 7.1 Accounting.** Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** above.

- 7.2 Audit Report.** If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 et seq., to:

Department of Local Affairs
Accounting & Financial Services
1313 Sherman Street, Room 323
Denver, CO 80203, or
email to: dola.audit@state.co.us, and Caitlin.lovett@state.co.us

- 7.2.1** If Grantee expends \$1,000,000 or more in federal funds during Grantee's fiscal year, Grantee shall comply with the audit requirements in 2 CFR Part 200, Subpart F.

- 7.3 Reporting.** In addition to all reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee as provided in **§6** of this **Exhibit B**.

- 7.3.1 Quarterly Performance Report.** Within twenty (20) calendar days of the end of each quarter, Grantee shall submit the Quarterly Performance Report.

- 7.3.2 Quarterly Beneficiary Report.** [Reserved].

- 7.3.3 Annual Performance Report.** Within thirty (30) calendar days of the original Initial Agreement Expiration Date appearing on the Cover Page of the Agreement and annually thereafter, Grantee shall submit an Annual Performance Report, in such form and substance as DOH directs. If the grant term is shorter than twelve months, Grantee shall submit such Annual Performance Report within thirty (30) calendar days of the Agreement Expiration Date.

- 7.3.4 Project Completion Report.** Within thirty (30) calendar days of the Initial Agreement Expiration Date appearing on the Cover Page of the Agreement, Grantee shall submit a Project Completion Report in such form and substance as

DOLA directs. If Grantee does not utilize all of the Grant Funds, Grantee shall provide a deobligation letter.

7.3.5 Program Income Report. If the Project generates program income, Grantee shall submit program income reports at least semi-annually, or more frequently if required by the State. These reports shall be submitted in accordance with the reporting requirements in the DOH Program policies and procedures. This paragraph shall survive expiration and/or termination of this Agreement for as long as the Grantee receives program income.

7.3.6 Other Required Reports. Grantee shall complete any additional reporting that is or may be required by state, federal, or applicable funding sources in connection with the Project.

7.4 Monitoring. The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and §§7B and C of the Grant Agreement.

8. PROJECT REQUIREMENTS.

8.1 Evaluation and Research Data. Grantee shall provide Project data upon request by DOH. If Grantee conducts or participates in any evaluation or research activities related to the Project, Grantee shall provide to DOH all data, results, and supporting documentation. The requirements of this provision shall survive the termination of the Agreement.

8.2 Grantee Database Access. Grantee personnel may require access to DOH, HUD, or other State or federal systems to perform obligations under this Agreement. Upon execution of the Agreement, Grantee shall notify DOH of all personnel requiring such access and shall comply with all applicable system rules, regulations, and security requirements. If any authorized personnel cease to be employed by Grantee or are no longer working on the Project, Grantee shall notify DOH in writing within 72 hours of such event.

8.3 Collaboration. Grantee shall work collaboratively with community-based partners and referral sources as necessary to ensure that all households served acquire and maintain housing as efficiently as possible. Grantee shall attend Project-related meetings and trainings as requested by DOH.

8.4 Referral Pathways. Grantee shall adhere to the referral pathway outlined in the approved Tenant or Participant Selection Plan.

8.5 Homeless Management Information System (“HMIS”) and Comparable Database. Grantee shall participate in the HMIS established by the CoC for the geographic area. Grantee shall comply with all applicable HUD rules and regulations governing HMIS, including the use of an HMIS comparable database where required. Grantee shall adhere to the current HUD HMIS Data Standards, all CoC and HMIS Lead Agency policies and procedures related to compliance, data security, privacy, and data quality, and any other applicable requirements issued by the HMIS Lead Agency, CoC, or DOLA. HMIS

training, resources, and forms are available through the Colorado HMIS Help Desk. DOLA reserves the following rights:

- 8.5.1** To request the Consolidated Annual Performance Evaluation Report (“CAPER”), Annual Performance Report (“APR”), custom HMIS reports and dashboards, and any other HMIS reports during the Project’s operating year. CAPERs and APRs are subject to monitoring to track annual Project goals and outcomes per HUD and CoC requirements. Grantee’s data may be consolidated with other recipient and subrecipient data to fulfill HUD and DOLA reporting requirements. Grantee shall provide HMIS reports as required or requested by the HMIS Lead Agency, the CoC, or DOLA.
- 8.5.2** To request data quality reports from Colorado HMIS for the Grantee’s project(s) under the Program.
- 8.5.3** To participate in on-site HMIS audits.
- 8.5.4** To request data timeliness tests from HMIS for the Grantee’s project(s) under the Program.
- 8.5.5** To access Grantee’s HMIS web portal to review real-time client data to ensure Grantee adheres to the data quality standards required by the designated CoC.
- 8.6 Policies and Procedures.** Grantee shall administer the Project in accordance with the DOH policies and procedures for the Program.
- 8.7 Program Compliance.** Grantee shall comply with the Description of Activities as provided in **Exhibit D**.
- 8.8 Service Provision Standards.** Grantee shall administer the Project in a manner consistent with the following standards:
 - 8.8.1 Experience.** Grantee staff should have relevant professional accreditations, education, and/or experience to implement both holistic and housing-focused services. Staff should be community-based and multi-disciplinary when possible.
 - 8.8.2 Program Approaches.** Grantee shall implement the Project using best practices described herein, including housing focused with services, motivational interviewing, and trauma-informed care. Other services and treatment models may be coordinated with or incorporated into the programming based on the individuals served. All program delivery should be guided by culturally attuned approaches, with an emphasis on building individuals’ strengths and resources in the community. The design and delivery of all programming should be tailored to meet the needs of the intended population(s) and households served.
 - 8.8.3 Service Participation.** Services shall be offered to participants based on their self-identified goals and preferences. Grantee staff shall creatively engage

participants to promote service participation, including conducting outreach multiple times and in multiple settings.

- 8.8.4 Staff-to-Participant Ratio for Services.** Grantee shall have a staff-to-client ratio of no less than one case manager to every fifteen (15) household.
 - 8.8.5 Minimum Services Amount Per Household.** Grantee shall identify internal funding sources and/or work with community partners to ensure a minimum of \$7,200 per household per year in services, unless otherwise approved by DOH. This minimum is based on best practices in supportive housing.
 - 8.8.6 Housing Search and Counseling Services.** Grantee shall actively assist participants with the location of housing that meets HQS/NSPIRE and rent reasonableness standards.
 - 8.8.7 Landlord Liaison.** Grantee shall act as liaison between landlords and participants to assist with conflict resolution in an effort to maintain housing, respond to landlord concerns or questions as swiftly as possible, and, have an established protocol for response should the primary Grantee contact be unavailable.
 - 8.8.8 Maximum Project Flexibility.** Grantee shall take all reasonable steps necessary to maximize the flexibility of the Project by allowing participants to transfer to other Grantees administering the same Project at their organizations. If a transfer is in participants' best interests, is desired by the participant, and is financially feasible, the transfer must be approved and facilitated by the DOH Contact.
- 8.9 Shelter and Housing Standards.** Temporary housing units, shelter facilities, and permanent housing units must meet minimum standards as required by the Program regulations and policies and procedures. Grantee shall maintain documentation of meeting all minimum standards, including documentation of required inspections in the participant file, if applicable.
- 8.10 Special Activities and Flexibilities.** [Reserved].
- 8.11 Implementation of Colorado's Health-Related Social Needs (HRSN) 1115 Waiver.** This funding supports the provision of assertive, coordinated Tenancy Support Services. The implementation of Colorado's HRSN 1115 Waiver on July 1, 2025 expands Medicaid coverage for housing and nutrition supports. Grantee shall take appropriate steps to ensure expenditures billed pursuant to this Agreement are not also billed to Medicaid.

END OF EXHIBIT B

Exhibit C, Reserved

Exhibit D, Description of Activities

1. **LIMITATION ON REIMBURSEMENT.** This **Exhibit D** describes all Tenancy Support Services (“TSS”) (the “Program”) activities. Only the eligible uses specifically authorized in §5.2.1 of **Exhibit B** are eligible for reimbursement by DOLA under this Agreement.
2. **COMPLIANCE.** Grantee shall administer the Project in accordance with the activity descriptions set forth in this **Exhibit D**, DOH policies and procedures for the Program, Applicable Laws listed in **Exhibit A**, applicable regulations, including but not limited to: 24 CFR Part 92 and applicable Notices (for HOME Investment Partnership American Rescue Plan Program (“HOME-ARP”) projects); 45 CFR Part 96 and the Interagency Agreement between Division of Housing (“DOH”) and the Behavioral Health Administration (“BHA”) (for Substance Abuse and Mental Health Services Administration (“SAMHSA”) projects); and C.R.S. 29-32-104 (3)(b)(i) (for Colorado House Bill 22-1378 (“PEH”) projects); as well as all related federal, state, and local requirements.
3. **DEFINITIONS.**
 - 3.1 **Administrative Plan.** “Administrative Plan” means the Colorado Division of Housing (“DOH”) Housing Choice Voucher (“HCV”) and Rental Assistance Programs (“RAP”) Administrative Plan, which details policies and procedures for DOH voucher programs. The Administrative Plan is available at <https://doh.colorado.gov/publications-and-reporting>.
 - 3.2 **Behavioral Health.** “Behavioral Health” means a state of mental, emotional, and social well-being or behaviors and actions that affect wellness. Behavioral health is a key component of overall health. The term is also used to describe the support systems that promote well-being, prevent mental distress, and provide access to treatments and services for mental health conditions.
 - 3.3 **Coordinated Entry System (“CES”).** “Coordinated Entry System” means a region-wide, person-centered process that identifies, assesses, and connects people to housing and services. CES aims to match people to the most appropriate level of services and housing intervention as effectively and efficiently as possible. Each CoC operates its region’s CES. CES is commonly referred to as Coordinated Entry, Coordinated Assessment System, Coordinated Assessment and Housing Placement System (CAHPS), Centralized Entry, or Assessment System.
 - 3.4 **Household.** “Household” means a single individual or group of persons who present together and live in the same dwelling. If the persons are not housed, then Household means persons who would live together in one dwelling if housed.
 - 3.5 **Housing Quality Standards (“HQS”).** “Housing Quality Standards (“HQS”)” means the minimum quality standards developed by HUD in accordance with 24 CFR 5.703, including any variations approved under 24 CFR 5.705(a)(3). Program regulations specify which standards apply and may include exceptions or alternative requirements based on the program or type of assistance.
 - 3.6 **Indirect Costs.** “Indirect Costs” means costs that have been incurred for shared or joint objectives and cannot be readily identified with any particular activity. After direct costs have

been determined and assigned directly to the grant award, or other work as appropriate, indirect costs are those that remain to be allocated. Examples include office rent, utility, insurance, maintenance, and other expenditures related to shared space; administrative and executive team functions that support multiple program areas; and purchases, transportation, and staff expenses that benefit multiple program areas. Further guidance on indirect costs is provided in 2 CFR Part 200, Subpart E.

- 3.7 National Standard for the Physical Inspection of Real Estate (“NSPIRE”).** "National Standard for the Physical Inspection of Real Estate (“NSPIRE”)" means the housing standards established by HUD to ensure HUD-assisted units are safe, functionally adequate, operable, and free of health and safety hazards. NSPIRE is designed to streamline, consolidate, and align inspection standards across existing regulations and standards, such as Housing Quality Standards (“HQS”).
- 3.8 SAMHSA.** “SAMHSA” means the acronym for the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration.
- 3.9 Voucher Administrator.** “Voucher Administrator” means the Agency contracted to administer Project vouchers in accordance with the Administrative Plan.

4. ACTIVITY DESCRIPTIONS.

4.1. Tenancy Support Services Delivery.

- 4.1.1. In-Reach and Outreach.** The Program funds may be used for connecting with the target population while it is experiencing homelessness, to ensure eligible households are referred through Coordinated Entry or another DOH-approved coordinated referral process.
- 4.1.2. Housing Search and Counseling Services, including Lease-up Assistance.** The Program funds may provide housing search and counseling services, as follows:
 - 4.1.2.1.** Assisting in locating and/or securing suitable housing that meets Housing Quality Standards (“HQS”)/National Standard for the Physical Inspection of Real Estate (“NSPIRE”) standards, and acting as a liaison between the landlord and/or property management and the household.
 - 4.1.2.2.** Assisting in the collection and preparation of required documentation for eligibility and/or housing and rental subsidy applications, such as homeless status, disabling condition, family status, reasonable accommodation, and income verification.
 - 4.1.2.3.** Coordinating with the DOH Voucher Administrator and property management to complete necessary initial and on-going housing paperwork including lease negotiations, signing, and other lease-up and recertification documents.
- 4.1.3. Engagement.** The Program funds may provide engagement activities, as follows:

- 4.1.3.1. Engaging households after housing placement to encourage, but not require, participation in Tenancy Support Services, other supportive services such as behavioral health care, development of an individualized housing stability plan, and other residential activities such as community building events.
- 4.1.3.2. Engaging in on-going efforts to encourage all households to connect to services, and developing a housing stability plan for each household to guide the household's goals towards improved well-being, self-sufficiency, and housing stability.

4.1.4. Long-Term Support Services.

- 4.1.4.1. The Program funds may provide long-term support services, as follows:

- 4.1.4.1.1. Maintaining regular and frequent contact with each household to ensure needs are met and daily living skills are sufficient to remain safely housed.

- 4.1.4.1.2. Serving as a liaison between landlords and property management, the voucher administering agency, and households to assist with conflict resolution in an effort to maintain housing. This includes responding to landlords and property management as swiftly as possible.

- 4.1.4.2. The level of need for, the types of, and the frequency of services, will be determined by the household with support by the program staff and shall be outlined in the housing stability plan. Supports may include, but are not limited to:

- 4.1.4.2.1. Acquiring necessary furnishings and household goods;

- 4.1.4.2.2. Moving assistance;

- 4.1.4.2.3. Tenancy rights and responsibilities education;

- 4.1.4.2.4. Eviction prevention supports;

- 4.1.4.2.5. Coordination of access to healthcare related services, including primary care, substance use treatment, mental health care, vision and dental care, and emergency, crisis, and inpatient services;

- 4.1.4.2.6. Transportation assistance related to housing stability;

- 4.1.4.2.7. Entitlements assistance;

- 4.1.4.2.8. Independent living skills coaching;

- 4.1.4.2.9. De-escalation support;

- 4.1.4.2.10. Linkages to education, job skills training, and employment support;

4.1.4.2.11. Support groups;

4.1.4.2.12. Re-engagement and relocation support.

4.1.5. Personnel and Operational Costs. The Program funds may provide Personnel Costs directly related to the delivery of Tenancy Support Services, including salary and fringe benefits, and planning and execution of grant activities, including general management, oversight, coordination, evaluation, and reporting on grant activities.

4.1.6. Indirect Costs. Pursuant to 2 CFR § 200.414, the Program funds may be used to pay for indirect costs in accordance with 2 CFR Part 200, Subpart E. Prior to requesting reimbursement for indirect costs, Grantee must discuss the indirect cost rate with the DOH Supportive Housing Specialist and submit corresponding documentation to the DOH Supportive Housing Specialist as requested.

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Exhibit E, PII Certification

STATE OF COLORADO

**THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____

Printed Name: _____

Date: _____

STATE OF COLORADO

**THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII
THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____
(legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury
that the Organization has not and will not use or disclose any Personal Identifying Information, as
defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating
with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration
laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§
1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-
issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the
Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit F, Reserved

Exhibit G, Sample Option Letter

State Agency

Department of Local Affairs,

for the benefit of the Division of Housing

Existing CMS Numbers

000000, 000000 (A1), 000000 (OL1)

(Previous) Agreement Maximum Amount

\$0,000,000.00

(Previous) Initial Agreement Expiration Date

\$0,000,000.00

(Previous) Fund Expenditure End Date

Month XX, 2024

Grantee

[Name]

Encumbrance #

HxAAA00000

New CMS #

000000

(New) Agreement Maximum Amount

\$ (No change)

(New) Initial Agreement Expiration Date

\$ (No change)

(New) Fund Expenditure End Date

Month XX, 2024 (No change)

1. **OPTIONS:** *(Select all that are applicable.)* In accordance with **§18K** of the Original Agreement referenced above, as amended, the State hereby exercises its option to modify the following:

- A. Initial Agreement Expiration Date.
- B. Fund Expenditure End Date.
- C. Agreement Maximum Amount.
- D. Project Budget.
- E. Payment Schedule.
- F. Milestones.
- G. Service Area.
- H. Responsible Administrator.
- I. Remittance Address.

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** The Initial Agreement Expiration Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Initial Agreement Expiration Date shown in the table above.
- B. **For use with Option 1(B):** The Fund Expenditure End Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Fund Expenditure End Date shown in the table above.
- C. **For use with Options 1(C):** The Agreement Maximum Amount shown on the Cover Page of the Agreement referenced above, as amended, is hereby deleted and replaced with the (New) Agreement Maximum Amount shown in the table above.
- D. **For use with Option 1(D):** The Project Budget in **§5.2** of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

5.2 Project Budget

Eligible Activity	Amount
[Activity]	
[Activity]	
Total	\$ 0.00

- E. **For use with Option 1(E):** The **Payment Schedule** in §6.1 of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

6.1 Payment Schedule

Payment	Amount	
Interim Payment(s)	\$0.00	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$0.00	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$0.00	

- F. **For use with Option 1(F):** The **Milestones** in §3.2 of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

3.2. Performance Milestones. Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
[Milestone]	[Date]
[Milestone]	[Date]

- G. **For use with Option 1(G):** The **Service Area** in §3.3 of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

3.3. Service Area. The services described within this Grant may be provided in [Area], State of Colorado.

- H. **For use with Option 1(H):** The **Responsible Administrator** in §4.2 of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

4.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of [Name, Title, email address] who is hereby designated as the responsible administrator of this Project.

- I. **For use with Option 1(I):** the **Remittance Address** in §6.2 of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

6.2 Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §14 of the Grant:

[Grantee Name]

[Street Address]

[City, State Zip Code]

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE

STATE OF COLORADO

Governor
DEPARTMENT OF LOCAL AFFAIRS

By: Executive Director

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

By: Controller Delegate

Date: _____



Council Agenda Summary

July 7, 2026

Key Staff Contact: Stacey Aurzada, City Attorney

Title:

Resolution authorizing the City to approve a work order between the City of Greeley and Coan, Payton & Payne, LLC for legal services

Summary:

Due to significant staff turnover, the City Manager and the City Attorney determined that outside consulting and legal services were needed to assist with the West Greeley project. This included assistance in negotiating the wind down of the project site following the decision to pause work on the project. Due to expertise and knowledge of the project, the City Attorney contracted with local law firm Coan, Payton & Payne, LLC ("CPP"). The original expectation was that services from CPP would only be needed through May, 2026. At this time, the City Attorney and city management believe that continued work by CPP is necessary. Since the cumulative amount of work orders under the Master Services Contract will exceed \$200,000, staff is requesting that Council approve Work Order #2.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Negative

Negative Impact: What is the onetime and/or ongoing amount?

One time

Is it budgeted?

Yes

If not, will it require a new appropriation?

N/A

If yes, what source and fund will be used?

West Greeley COP Project Funds

Are there any long-term financial impacts?

No

Is there grant funding for this item?

No

Does this action have potential long-term fiscal implications?

No

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth

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:

Adopt the resolution.

Attachments:

1. Resolution No. 94, 2026 with Exhibit 1

CITY OF GREELEY, COLORADO
RESOLUTION NO. 94, 2026

**A RESOLUTION AUTHORIZING THE CITY TO APPROVE A WORK ORDER
BETWEEN THE CITY OF GREELEY AND COAN, PAYTON & PAYNE, LLC FOR
LEGAL SERVICES**

WHEREAS, on January 12, 2026, the City entered into a Master Services contract with Coan, Payton & Payne, LLC for legal services and simultaneously executed Work Order #1 for assistance with the West Greeley development initiative; and

WHEREAS, Work Order #1 expired on May 1, 2026, however, work performed by Coan, Payton & Payne, LLC is ongoing and therefore the city desires to enter into a second work order to allow services performed by Coan Payton & Payne, LLC to continue through the end of the calendar year; and

WHEREAS, the City has funding available to support execution of Work Order #2 and in accordance with Section 2-184 of the City of Greeley Municipal Code, the City Council must approve Work Order #2 since cumulative work orders will exceed \$200,000; and

WHEREAS, it is in the best interest of the citizens of the city to execute Work Order #2 with Coan, Payton & Payne, LLC.

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 Work Order #2 with Coan, Payton & Payne, LLC in the amount not to exceed \$ 175,000, a copy of which is attached hereto and incorporated herein as Exhibit 1.

Section 2. The City Council hereby delegates authority to City staff and legal counsel to make changes and modifications to the Contract before execution, provided the material substance remains unchanged.

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

INTRODUCED, PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

Attest:

THE CITY OF GREELEY, COLORADO

By _____
City Clerk

By _____
Mayor

WORK ORDER
PURSUANT TO A MASTER CONTRACT BETWEEN
THE CITY OF GREELEY AND COAN, PAYTON & PAYNE, LLC

WORK ORDER NUMBER: 2

PROJECT TITLE: West Greeley Economic Development project

ORIGINAL BID/RFP NUMBER & NAME: Not applicable

MASTER CONTRACT EFFECTIVE DATE: January 1, 2026

OWNER'S REPRESENTATIVE: Stacey Aurzada, City Attorney

WORK ORDER COMMENCEMENT DATE: May 1, 2026

WORK ORDER COMPLETION DATE: December 31, 2026

MAXIMUM FEE: (time and reimbursable direct costs): \$175,000

PROJECT DESCRIPTION/SCOPE OF WORK:

1. CPP will provide strategic advice and counsel on the West Greeley development initiative specifically related to the new deal plan of financing that is required as the result of changes in market perception of the City of Greeley with regard to this project. This includes negotiation of partnership opportunities with public or private entities. These services will be provided at the request of the City Manager, the City Attorney or their designees.
2. CPP will assist with negotiation of contracts on behalf of the City at the request of the City Attorney.
3. CPP will provide legal advice and guidance to the City related to the West Greeley project at the request of the City Attorney.

CPP agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Contract between the parties. In the event of a conflict between or ambiguity in the terms of the Master Contract and this Work Order (including the attached forms) the Master Contract shall control. Notice to Proceed is hereby given after all parties have signed this document.

This work order is executed as of the last date written below, *nunc pro tunc* May 1, 2026.

EXECUTED:
The City of Greeley
Approved as to Substance
Signed: _____
Name: _____
Title: _____
Date: _____

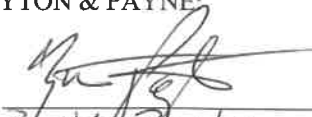
COAN, PAYTON & PAYNE

Signed: _____

Name: _____

Title: _____

Date: _____


Brett Payton
Partner
6/29/26

Approved as to Legal Form

Signed: _____
Name: _____
Title: _____
Date: _____

ENDORSED:

Certification of Contract Funds Availability

Signed: _____
Name: _____
Title: _____
Date: _____

AMENDMENT TO MASTER SERVICES CONTRACT with WORK ORDERS

This First Amendment to Master Services Contract with Work Orders is made as of June 15, 2026, by and between the City of Greeley, Colorado, hereinafter referred to as the City, and Coan, Payton & Payne, LLC authorized to do business in the State of Colorado, hereinafter referred to as CPP, whose address is 1711 61st Avenue, Suite 100, Greeley, Colorado 80634.

WHEREAS, the City and CPP entered into a Master Services Contract on January 1, 2026 ("Contract"); and

WHEREAS, the Contract has a term of one year, but also sets forth an ending date for services of May 1, 2026; and

WHEREAS, the parties desire to modify the Contract to remove the May 1, 2026 end date so that the Contract is clear that the term is a period of one year.

NOW THEREFORE, the parties agree to amend the Contract as set forth below.

A. Article 2 in the Contract shall be replaced in its entirety with the following:

ARTICLE 2 - SCHEDULE

This Contract shall be in force and effect for a period of one year commencing January 1, 2026 and ending December 31, 2026, unless terminated sooner. In addition, at the option of the City, the Contract may be renewed for two (2) consecutive one (1) year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the CPP and sent no later than thirty (30) days prior to contract end.

B. Except as otherwise set forth herein, the provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this Contract and have hereunto set his/her hand the day and year above written.

COAN, PAYTON & PAYNE, LLC

BY:


Brett Payton

CITY OF GREELEY, COLORADO

Signed by:
BY: Brian K McBroom
FA3AF812F8A645A...
Brian McBroom
City Manager

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
BY: Kirk Jones
612263B6299147C...
KIRK JONES
Director of Finance

APPROVED AS TO LEGAL FORM:

DocuSigned by:
BY: Stacey Auzania
305695A0EFF64F7...
Stacey Auzania
City Attorney

MASTER SERVICES CONTRACT with WORK ORDERS

This Contract is made as of January 1, 2026 , by and between the City of Greeley, Colorado, hereinafter referred to as the CITY, and Coan, Payton & Payne, LLC authorized to do business in the State of Colorado, hereinafter referred to as CPP, whose address is 1711 61st Avenue, Suite 100, Greeley, Colorado 80634.

In consideration of the mutual promises contained herein, the CITY and the CPP agree as follows:

ARTICLE 1 - SERVICES

- A. This Master Services Contract shall constitute the contract between the parties for legal and project management consulting services for the West Greeley economic development project. Each proposal in the form of Exhibit A Work Order Form, attached hereto, together with any exhibits shall define the scope of work for a particular assignment under this contract. Each Work Order Form shall specify the Project Description and Scope of Work.
- B. The conditions set forth herein shall apply to all services performed by the CPP on behalf of the City and particularly described in Work Orders agreed upon in writing by the parties from time to time. Such Work Orders, incorporated herein by this reference, shall include a description of the services to be performed, the location and time for performance, the amount of payment, any materials to be supplied by the City and any other special circumstances relating to the performance of services. The only services authorized under this Contract are those that are performed after receipt of such Work Order, except in emergency circumstances where oral work requests may be issued. Oral requests for emergency actions will be confirmed by issuance of a written Work Order within two (2) working days. CPP shall be solely responsible for performance of all duties hereunder.
- C. The City may at any time during the term of a particular Work Order and without invalidating such Work Order, make changes to the scope of the particular services. Such changes shall be agreed upon in writing by the parties by Change Order.
- D. The City reserves the right to independently bid any services rather than issuing work to the CPP pursuant to this Contract. Nothing within this Contract shall obligate the City to have any particular service performed by the CPP.
- E. The services to be performed pursuant to this Contract shall be initiated as specified by each written Work Order or oral emergency service request. Oral emergency service requests will be acted upon without waiting for a written Work Order. Time is of the essence. The services provided by CPP shall be under the direction of the City Attorney or her designee as the CITY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

This Contract shall be in force and effect for a period of one year commencing January 1, 2026 and ending May 1, 2026, unless terminated sooner. In addition, at the option of the City, the Contract may be renewed for two (2) consecutive one (1) year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the CPP and sent no later than thirty (30) days prior to contract end.

ARTICLE 3 - PAYMENTS TO CPP

- A. The City agrees to pay and CPP agrees to accept as full payment for all work done and all materials furnished and for all costs and expenses incurred in performance of the work the sums set forth for the hourly labor rate and material costs set forth on Exhibit B. Payment shall be made by the City only upon acceptance of the work by the City and upon the CPP furnishing satisfactory evidence of payment of all wages, taxes, supplies and materials, and other costs incurred in connection with the performance of such work. Payment Terms shall be as set forth on Exhibit B.
- B. Invoices received from the CPP pursuant to this Contract will be reviewed and approved by the City Attorney, indicating that services have been rendered in conformity with the Contract and then will be sent to the appropriate department for payment.

ARTICLE 4 - STANDARD OF CARE AND WARRANTY

- A. CPP warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
- B. Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
- C. CPP warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformance in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twenty-four (24) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by CPP or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformance, the affected item or part thereof shall be redesigned, repaired or replaced by CPP in a manner and at a time acceptable to City.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CPP shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete, and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CPPS. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

ARTICLE 6 - TERMINATION

This Contract may be terminated by the CPP upon 30 days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CPP. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CPP. Unless the CPP is in breach of this Contract, the CPP shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CPP shall:

- A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

CPP shall be paid for services actually rendered to the date of termination.

ARTICLE 7 - PERSONNEL

CPP represents that it has, or will, secure at its own expense all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CPP or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions in the CPP'S key personnel, as may be listed in the proposal for the work, must be made known to the CITY'S representative and written approval granted by the CITY before said changes or substitutions can become effective.

CPP declares that all services shall be performed by skilled and competent personnel to the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

ARTICLE 8 - SUB-CONTRACTOR

The CITY reserves the right to accept the use of a SUB-CONTRACTOR or to reject the selection of a particular SUB-CONTRACTOR and to inspect all facilities of any SUB-CONTRACTOR in order to make a determination as to the capability of the SUB-CONTRACTOR to perform properly under this Contract. The contractor is encouraged to seek minority and women business enterprises for participation in SUB-CONTRACTING opportunities.

If a SUB-CONTRACTOR fails to perform or make progress, as required by this Contract, and it is necessary to replace SUB-CONTRACTOR to complete the work in a timely fashion, the contractor shall promptly do so, subject to acceptance of the new SUB-CONTRACTOR by the CITY.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Colorado State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CPP. CPP shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CPP authorized to use the CITY'S tax exemption number in securing such materials.

CPP shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled and the CITY shall reimburse the CPP for expenses incurred during the contract period.

ARTICLE 11 - INSURANCE

- A. CPP shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. CPP shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CPP has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CPP of its liability and obligations under this Contract.
- C. CPP shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CPP of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CPP or by anyone directly employed by or contracting with the CPP.
- D. CPP shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CPP from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CPP or by any directly or indirectly employed by the CPP.
- E. CPP shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.
- F. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CPP shall specifically include the CITY as an "Additional Insured".

ARTICLE 12 - INDEMNIFICATION

CPP shall indemnify and save harmless the CITY, its agents, servants, and employees from and against any and all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of the CPP, its agents, servants, subcontractors, suppliers or employees in the performance of services under this Contract. Such duty to indemnify and save harmless the CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CPP its agents, servants, subcontractors, suppliers or employees. If the CPP is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the CPP, or the CPP'S agents, representatives, employees, servants, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and the City. CPP'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the City's own negligence.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CPP each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CPP shall assign, sublet, convey, or transfer its interest on this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CPP.

ARTICLE 14 – COLORADO LAW

This Contract shall be governed by the laws of the State of Colorado. Any and all legal action necessary to enforce the Contract will be held in Weld County and the contract will be interpreted according to the laws of Colorado. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 15 - CONFLICT OF INTEREST

CPP represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Colorado Statutes and ordinances of the City of Greeley. CPP further represents that no person having any interest shall be employed for said performance.

CPP shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the CPP'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CPP may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CPP. The CITY agrees to notify the CPP of its opinion by certified mail within 30 days of receipt of notification by the CPP. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CPP, the CITY shall so state in the notification and the CPP shall, at his/her option, enter into said association, of interest with respect to services provided to the CITY by the CPP under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

CPP shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CPP'S control and without its fault or negligence. Such causes may include, but are not limited to acts of God, the CITY'S omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargoes, and severe weather conditions. If failure to perform is caused by the failure of the CPP'S sub-CPP(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the CPP and its sub-CPP(s) and is without the fault or negligence of either of them, the CPP shall not be deemed to be in default.

Upon the CPP'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CPP'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 - ARREARS

CPP shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CPP further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

CPP shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CPP and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. CPP may retain copies of all or any portion of the CITY'S file duplicated at CPP'S expense. If the CITY does not request its file, CPP will keep the file information and documents for a minimum of one (1) year, after which, at CPP'S sole discretion, the file may be destroyed or otherwise disposed of, including all documents therein except for original documents specifically entrusted to CPP for continued retention as part of the services.

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

CPP is, and shall be, in the performance of all work services and activities under this Contract, as Independent Consultant, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CPP'S sole direction, supervision, and control. CPP shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CPP'S relationship and the relationship of its employees to the CITY shall be that of an independent CPP and not as employees or agents of the CITY.

CPP does not have the power or authority to bind the CITY in any promise, agreement, or representation other than specifically provided for in this agreement.

ARTICLE 20 - CONTINGENT FEES

CPP warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CPP to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CPP, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - ACCESS AND AUDITS

CPP shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the

work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days written notice.

ARTICLE 22 - NONDISCRIMINATION

CPP declares and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 23 - SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

CPP hereby represents and declares that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATION

No amendment and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CPP of the CITY'S notification of a contemplated change, the CPP shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CPP'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CPP shall suspend work on that portion of the Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a Contract Amendment or Change Order and the CPP shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 28 – COUNTERPARTS AND ELECTRONIC SIGNATURES

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

ARTICLE 29 - FORCE MAJEURE

To the extent that either party is not able to perform an obligation under this Agreement due to fire; flood; acts of God; severe weather conditions; strikes or labor disputes; war or other violence; acts of terrorism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or other cause beyond that Party's reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

THE CITY OF GREELEY:

The City of Greeley
City Attorney
1100 10th Street, Suite 401
Greeley, CO 80631
Stacey.aurzada@greeleygov.com
970-350-9757

COAN, PAYTON & PAYNE, LLC:

Coan, Payton & Payne, LLC
Brett Payton
1711 61st Avenue, Suite 100
Greeley, CO 80634
bpayton@cp2law.com
970-339-3500

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CPP agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have made and executed this Contract and have hereunto set his/her hand the day and year above written.

EXECUTED:

The City of Greeley
Approved as to Substance

Signed by:
Signed: Brian K McBroom
FA3AF812F8A645A...
Name: Brian K McBroom
Title: Acting City Manager
Date: 1/12/2026 | 4:19:18 PM MST

CPP:

Signed: Brett Payton
Name: Brett Payton
Title: Member
Date: January 2, 2026

ENDORSED:

The City of Greeley
Approved as to Legal Form

DocuSigned by:
Signed: Stacey Aurzada
305695A0EFF64F7...
Name: Stacey Aurzada
Title: City Attorney
Date: 1/12/2026 | 12:15:04 PM MST

ENDORSED:

The City of Greeley
Certification of Contract Funds Availability

Signed by:
Signed: Allena Portis
98CD392CB6A04B8...
Name: Allena Portis
Title: Chief Financial Officer
Date: 1/12/2026 | 1:54:59 PM MST

EXHIBIT A
WORK ORDER FORM

PURSUANT TO A MASTER CONTRACT BETWEEN
THE CITY OF GREELEY
AND [ENTER SERVICE PROVIDER’S NAME]

WORK ORDER NUMBER: [Enter Number]
PROJECT TITLE: [Enter Project Title]
ORIGINAL BID/RFP NUMBER & NAME: [Enter Bid / RFP # & Name]
MASTER CONTRACT EFFECTIVE DATE: [Enter Date]
OWNER’S REPRESENTATIVE: [Enter City’s Contact]
WORK ORDER COMMENCEMENT DATE: [Enter Date]
WORK ORDER COMPLETION DATE: [Enter Date]

MAXIMUM FEE: (time and reimbursable direct costs): [Enter \$]

PROJECT DESCRIPTION/SCOPE OF WORK: [Enter Description of Services]
CPP agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Contract between the parties. In the event of a conflict between or ambiguity in the terms of the Master Contract and this Work Order (including the attached forms) the Master Contract shall control.

The attached forms are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

EXECUTED: The City of Greeley Approved as to Substance	CPP:
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

The City of Greeley
Approved as to Legal Form

Signed: _____
Name: _____
Title: _____
Date: _____

ENDORSED:
The City of Greeley
Certification of Contract Funds Availability

Signed: _____
Name: _____
Title: _____
Date: _____

**COAN, PAYTON & PAYNE, LLC
A LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW**

**EXHIBIT B TO PROFESSIONAL SERVICES AGREEMENT
BILLING AND FEE ARRANGEMENT**

Understanding. We are pleased to have the opportunity to serve you. Our aim is to provide the highest quality and most efficient legal services possible. Experience has shown that our relationship will be stronger if we start it with a mutual understanding about fees and their payment. Unless our engagement letter alters the arrangement, we will assume that these terms are acceptable to you and that they will also apply to future matters on which we can be of service to you.

Fees. Our fees will be based primarily on the amount of time spent by lawyers and paralegals, and in some instances by law and document clerks, subject to certain adjustments. Each lawyer and paralegal in our firm has an hourly billing rate, and the rate times the number of hours spent on a project is the initial basis for determining our fee. We may, however, adjust the charge downward or upward based on other factors such as the novelty or complexity of the issues and problems encountered, the extent of the responsibility involved, the results achieved, the efficiency of our work, the customary fees for similar legal services, and other factors that will enable us to arrive at a fair fee.

The lead attorney primarily responsible for your matter will be: **Brett Payton** at an hourly rate of **\$530.00**. Our rates are subject to change upon 30 days written notice.

Work Assignments. The lawyer you deal with primarily may assign parts of your work to other lawyers or other personnel in the office under his or her supervision, and may use other firm lawyers where specialized help is needed. The supervising or lead lawyer will continue to be responsible to you for the entire assignment, however, and will be available to discuss the use of other personnel with you. It is our practice to assign tasks among lawyers, paralegals, law clerks, and document clerks in such a way as to produce the highest quality of work at reasonable expense to you. Please note that all attorney work product shall belong to the firm.

Time Keeping. We keep records of all time spent on your matter. Services for which time shall be recorded include, but are not limited to, the following: conferences with our clients, witnesses and others; legal research; fact investigation; correspondence; preparation of legal documents; reading and analyzing written materials; preparation for and attendance at meetings, closings, court appearances and other events convenient to our work on your matter; telephone conferences with clients and others.

Disbursements On Your Account. Statements will normally be rendered monthly for work done in the previous month, covering and identifying services rendered as well as disbursements and other charges. These disbursements and charges include items incurred and paid for by us on your behalf such as long distance telephone charges, special postage, delivery charges, telecopy charges, travel, photocopying, and use of other service providers such as printers or experts, if needed. In litigated matters, we include payments we must make for process servers, court reporters, witness fees, and so on. We also make separate charges for the use of "LexisNexis," which is a computerized legal research system that, in our experience, significantly reduces lawyer research time. Depending on the nature and amount of an expense that will be incurred, we may require that you pay that expense directly to the vendor or service provider or, alternatively, prepay the expense to us.

Payment. Payment from you will be due upon receipt of our monthly statement. If we do not receive comment about the statement within 21 days of the statement date, we will assume that you have seen the bill and find it acceptable. Any prior balance due on a statement will be subject to a late charge of 18% per year on the unpaid balance commencing from the date of the original statement and continuing until paid. Payment should be made in U.S. dollars, in checks or drafts payable to "Coan, Payton & Payne, LLC." For your convenience, payment also may be made by credit card, either by calling our office at (970) 225-6700 or by visiting our website,

www.cp2law.com/pay-bill/. When paying a retainer on our website, enter the word “**Retainer**” in the blank asking for the invoice number and insert your name in the description section. If any of our statements are not timely paid, we may, consistent with our ethical obligations and judicial requirements, cease performing services and incurring charges for you until arrangements satisfactory to us have been made for payment of arrearages and prospective future fees.

Delinquent Accounts. Occasionally, an account becomes delinquent. Should this occur, the firm has collection procedures that it will follow to ensure the account is paid promptly. In the event that we initiate litigation to collect a delinquent account, you agree to pay our costs of collection, including reasonable attorneys’ fees. In fairness to most of the firm’s clients, who timely pay their bills each month, these collection procedures and our late payment charge have been established so that the minority of clients whose accounts may become delinquent will bear the firm’s cost of such delinquent accounts.

Questions. If you have questions about any aspect of our arrangements or our statements from time to time, feel entirely free to raise those questions. It is important that we proceed on a mutually clear and satisfactory basis in our work for you. We are open to discussion of all of these matters, including the amount of our statements, and we encourage you to be frank about them.

WORK ORDER
PURSUANT TO A MASTER CONTRACT BETWEEN
THE CITY OF GREELEY AND COAN, PAYTON & PAYNE, LLC

WORK ORDER NUMBER: 1

PROJECT TITLE: West Greeley Economic Development project

ORIGINAL BID/RFP NUMBER & NAME: Not applicable

MASTER CONTRACT EFFECTIVE DATE: January 1, 2026

OWNER'S REPRESENTATIVE: Stacey Aurzada, City Attorney

WORK ORDER COMMENCEMENT DATE: January 1, 2026

WORK ORDER COMPLETION DATE: May 1, 2026

MAXIMUM FEE: (time and reimbursable direct costs): \$175,000

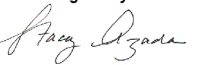
PROJECT DESCRIPTION/SCOPE OF WORK:

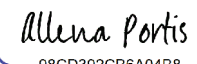
1. CPP will provide strategic advice and counsel on the West Greeley development initiative at the request of the City Manager, the City Attorney or their designees.
2. CPP will assist with negotiation of contracts on behalf of the City at the request of the City Attorney.
3. CPP will provide legal advice and guidance to the City related to the West Greeley project at the request of the City Attorney.

CPP agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Contract between the parties. In the event of a conflict between or ambiguity in the terms of the Master Contract and this Work Order (including the attached forms) the Master Contract shall control. Notice to Proceed is hereby given after all parties have signed this document.

EXECUTED:
The City of Greeley
Approved: 
Signed: Brian K. McBroom
Name: Brian K. McBroom
Title: Acting City Manager
Date: 1/12/2026 | 4:19:18 PM MST

COAN, PAYTON & PAYNE:
Signed: 
Name: Brett Payton
Title: Member
Date: January 2, 2026

The City of Greeley
Approved: 
Signed: Stacey Aurzada
Name: Stacey Aurzada
Date: 1/12/2026 | 12:15:04 PM MST

ENDORSED:
The City of Greeley
Certification of Contract Funds Availability
Signed by: 
Signed: Allena Portis
Name: 98CD392CB6A04B8...
Title: Chief Financial Officer
Date: 1/12/2026 | 1:54:59 PM MST



Council Agenda Summary

July 7, 2026

Key Staff Contact: Robert Miller, Division Treasurer

Title:

Resolution of The City Council of the City of Greeley, Colorado, declaring its official intent to reimburse itself with the proceeds of one or more tax-exempt financings for certain capital expenditures undertaken or to be undertaken by the city in connection with its stormwater system; identifying said capital expenditures; and providing certain other matters in connection therewith

Summary:

The 2025 and 2026 budgets approved \$38 million in project expenditures to be spent using bond proceeds. It is anticipated that stormwater construction expenditures using these bond proceeds will start in July 2026. The reimbursement resolution will support the reimbursement of up to \$38 million in approved stormwater expenditures prior to the issuance of Stormwater Revenue Bonds.

The IRS allows projects to begin prior to financing being issued, as long as the City declares its intent to reimburse from the financing issuance. This statement must be made within 60 days of the first expenditure of funds that will be reimbursed. To comply with all legal requirements, the City Council must adopt this resolution making public their intentions to reimburse Stormwater Projects for expenditures prior to the issuance of financing.

At the stormwater board meeting on June 3, 2026, the stormwater board unanimously recommended the City Council approve this resolution.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

No Impact: This allows for expenditures to be reimbursed from future bond proceeds.

Legal Issues:

This resolution satisfies the requirements of U.S. Treasury Regulation Section 1.150-2.

Other issues and Considerations:

None.

Strategic Focus Area:

Infrastructure and Mobility

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:

Adopt the resolution.

Attachments:

1. Resolution No. 95, 2026

CITY OF GREELEY, COLORADO

RESOLUTION NO. 95, 2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY,
COLORADO, DECLARING ITS OFFICIAL INTENT TO REIMBURSE
ITSELF WITH THE PROCEEDS OF ONE OR MORE TAX-EXEMPT
FINANCINGS FOR CERTAIN CAPITAL EXPENDITURES UNDERTAKEN
OR TO BE UNDERTAKEN BY THE CITY IN CONNECTION WITH ITS
STORMWATER SYSTEM; IDENTIFYING SAID CAPITAL
EXPENDITURES; AND PROVIDING CERTAIN OTHER MATTERS IN
CONNECTION THEREWITH**

WHEREAS, the City of Greeley (the “City”), in the State of Colorado (the “State”), is a political subdivision duly organized and existing pursuant to the constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Council”) is the governing body of the City; and

WHEREAS, the Council has determined that it is in the best interest of the City to make certain capital expenditures which generally consist of the acquisition, construction and equipping of capital improvements to the municipal stormwater system operated by the Stormwater Enterprise of the City (collectively, the “Project”); and

WHEREAS, the Council currently intends and reasonably expects to enter into one or more tax-exempt financings during fiscal year 2026 (the “Financings”), in an aggregate amount which is currently estimated not to exceed \$38,000,000 (the “Advanced Amount”), to reimburse the City for the portion of such capital expenditures incurred or to be incurred subsequent to a period commencing 60 days prior to the date hereof, and ending prior to the later of 18 months of the date of such capital expenditures or the placing in service of the Project (but in no event more than 3 years after the date of the original expenditure of such moneys); and

WHEREAS, the Council hereby desires to declare its official intent, pursuant to 26 C.F.R. § 1.150-2, to reimburse the City for such capital expenditures with the proceeds of the City’s Financings.

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

Section 1. *Declaration of Official Intent.* The City shall, presently intends, and reasonably expects to finance a portion of the Project with legally available funds.

Section 2. *Dates of Capital Expenditures.* All of the capital expenditures covered by this Resolution were or will be made on and after the date which is 60 days prior to the effective date of this Resolution.

Section 3. *Issuance of Financings.* The City presently intends and reasonably expects to enter into the Financings within 18 months of the date of the expenditure of moneys on the Project or the date

upon which the Project is placed in service, whichever is later (but in no event more than 3 years after the date of the original expenditure of such moneys), and to allocate from said Financings an aggregate amount not to exceed the Advanced Amount to reimburse the City for its expenditures in connection with the Project.

Section 4. ***Confirmation of Prior Acts.*** All prior acts and doings of the officials, agents and employees of the City which are in conformity with the purpose and intent of this Resolution, and in furtherance of the Project, shall be and the same hereby are in all respects ratified, approved and confirmed.

Section 5. ***Effective Date of Resolution.*** This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF _____, 2026.

ATTEST: THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

July 7, 2026

Key Staff Contact: Roch Labossiere, Civil Engineer IV, Seth Sorensen, Public Works Director

Title:

Resolution authorizing approval of a RAISE Grant Program grant agreement and offer from the Federal Highway Administration (FHWA) and the United States Department of Transportation (USDOT) to the City of Greeley

Summary:

The City of Greeley has applied for a Rebuilding American Infrastructure with Sustainability and Equity Program Grant ("RAISE Grant") for the Mobility Enhancements for Regional Growth and Equity ("MERGE") Project. The FHWA and USDOT have offered the RAISE Grant in the amount of \$20,560,056.

This will be a phased grant to design and construct two interchanges, at 35th Ave and US 34 and 47th Ave and US 34, respectively, in City of Greeley.

The scope of work includes the design and construction of two interchanges with US HWY 34 at 35th Avenue and 47th Avenue, respectively. The work will follow the Colorado Department of Transportation (CDOT) project delivery process. The construction will be completed using the Construction Manager/General Contractor (CM/GC) project delivery process. As a result, the work is proposed to be delivered in two phases.

Fiscal Impact:

Item result in a negative impact on the budget.

Negative Impact:

Onetime amount is \$20,560,056

Is it budgeted? Yes

If yes, what source and fund will be used? Funding Source will be Fund 323 - MERGE

Are there any long-term financial impacts? Yes

Is there grant funding for this item? Yes

Does this action have potential long-term fiscal implications? Yes

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth
Infrastructure and Mobility
Safe and Secure Communities

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:

Adopt the resolution.

Attachments:

1. Resolution No. 96, 2026 with Exhibit A

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 96, 2026**

**A RESOLUTION AUTHORIZING APPROVAL OF A RAISE GRANT PROGRAM
GRANT AGREEMENT AND OFFER FROM THE FEDERAL HIGHWAY
ADMINISTRATION (“FHWA”) AND THE UNITED STATES DEPARTMENT OF
TRANSPORTATION (“USDOT”) TO THE CITY OF GREELEY**

WHEREAS, the City of Greeley (“City”) has applied for a Rebuilding American Infrastructure with Sustainability and Equity Program Grant (“RAISE Grant”) for the Mobility Enhancements for Regional Growth and Equity (“MERGE”) Project; and

WHEREAS, the FHWA and USDOT have offered the RAISE Grant in the amount of \$20,560,056; and

WHEREAS, the purpose of the RAISE Grant is to design and construct the MERGE Project which includes two interchanges at 35th Avenue and US 34 and 47th Avenue and US 34, respectively in Greeley; and

WHEREAS, the use of the RAISE Grant will contribute to the health and safety of the citizens of the City.

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

Section 1. That the City Manager, on behalf of the City as a recipient of the RAISE Grant, is authorized to sign the RAISE Grant agreement attached hereto as Exhibit A approving, ratifying, and adopting the Grant application and agreeing to comply with the Grant’s terms and conditions.

Section 2. That in addition to the City Manager, the City Council grants authorization for the City staff to sign the RAISE Grant agreement as required.

Section 3. This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF _____,
2026.**

**ATTEST:
COLORADO**

THE CITY OF GREELEY,

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A
RESOLUTION No. 96, 2026
CITY OF GREELEY, COLORADO

- | | | |
|--|---|---|
| 1. Award No.
693JJ32640389 | 2. Effective Date
See No. 17 Below | 3. Assistance Listings No.
20.933 |
| 4. Award To
City of Greeley
1000 10 th Street
Greeley, CO 80631 | 5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition and Grants Management
1200 New Jersey Avenue, SE
Washington, DC 20590 | |

Unique Entity Id.: VJG3QJJKZ1X6
TIN No.: 84-6000593

- | | | | | | | | | | |
|--|--|----------------|---------------|----------------------|---------------|------------------|---------------|--------|----------------|
| 6. Period of Performance
Effective Date of Award –
9/30/2031 | 7. Total Amount <table border="0"><tr><td>Federal Share:</td><td style="text-align: right;">\$ 20,560,056</td></tr><tr><td>Other Federal Share:</td><td style="text-align: right;">\$ 29,439,944</td></tr><tr><td>Recipient Share:</td><td style="text-align: right;">\$ 54,425,500</td></tr><tr><td>Total:</td><td style="text-align: right;">\$ 104,425,000</td></tr></table> | Federal Share: | \$ 20,560,056 | Other Federal Share: | \$ 29,439,944 | Recipient Share: | \$ 54,425,500 | Total: | \$ 104,425,000 |
| Federal Share: | \$ 20,560,056 | | | | | | | | |
| Other Federal Share: | \$ 29,439,944 | | | | | | | | |
| Recipient Share: | \$ 54,425,500 | | | | | | | | |
| Total: | \$ 104,425,000 | | | | | | | | |
| 8. Type of Agreement
Grant | 9. Authority
49 U.S.C. 6702; Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15, 2021); Consolidated Appropriations Act, 2024 (Pub. L. 118-42, March 8, 2024) | | | | | | | | |
| 10. Procurement Request No.
HACG260006PR | 11. Federal Funds Obligated
Base Phase (Preliminary Engineering/NEPA):
\$3,489,844 | | | | | | | | |
| 12. Submit Payment Requests To
See Article 18 of the General Terms and Conditions. | 13. Payment Office
See Article 18 of the General Terms and Conditions. | | | | | | | | |
- 14. Accounting and Appropriations Data**
1580C83E50.2024.070RA19500.7001000000.41010.61006600

- 15. Description of Project**
City of Greeley MERGE project. This will be a phased grant to design and construct two interchanges, at 35th Ave and US 34 and 47th Ave and US 34, respectively in City of Greeley.

RECIPIENT

16. Signature of Person Authorized to Sign

_____ Signature	_____ Date
Name: Brian McBroom	
Title: City Manager	

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

_____ Signature	_____ Date
Name: David J. Villalobos	
Title: Agreement Officer	

RECIPIENT

18. Signature of Person Authorized to Sign

_____ Signature	_____ Date
Name: Caroline Schmiedt	
Title: Assistant City Attorney II – City Attorney’s Office	

RECIPIENT

19. Signature of Person Authorized to Sign

_____ Signature	_____ Date
Name: Kirk Jones	
Title: Director of Finance	

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 RAISE PROGRAM

This agreement is between the United States Department of Transportation (the “**USDOT**”) and the City of Greeley, Colorado (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Mobility Enhancements for Regional Growth and Equity (MERGE) Project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2024 RAISE Program: FHWA Projects,” dated November 4, 2025, which is available at <https://www.transportation.gov/BUILDgrants/grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: Greeley, CO – Mobility Enhancements for Regional Growth and Equity (MERGE)

Application Date: February 28, 2024

2. Recipient's Unique Entity Identifier.

See section 28.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Bret Naber
Deputy City Manager
City of Greeley
1000 10th Street, Greeley, CO 80631
970-590-5782
Bret.Naber@greeleygov.com

4. Recipient Key Personnel.

Name	Title or Position
Steven Younkin	Interim Chief Engineer, Public Works & Transportation
Wendy Bethel	Utility Finance Manager, Public Works & Transportation Department
Roch Labossiere	Civil Engineer IV, Public Works & Transportation Department

5. USDOT Project Contact(s).

David Villalobos
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
1200 New Jersey Avenue, S.E.
Washington, DC 20590
David.Villalobos@dot.gov

and

Travis Wheeler
Agreement Specialist (AS)
Federal Highway Administration
Office of Acquisition and Grants Management
1200 New Jersey Avenue, S.E.
Washington, DC 20590
Travis.Wheeler@dot.gov

and

Agreement Officer Representative (AOR)
Division Administrator
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3000
colorado.fhwa@dot.gov

and

Armando Henriquez
Region 4 Area Engineer
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3031
armando.henriquez@dot.gov

and

Ajin Hu
Grants Program Manager
FHWA Colorado Division
12300 West Dakota Ave, Suite 180
720 963-3071
ajin.hu@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See section 28.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

This project will fund pre-construction, right-of-way acquisition, and construction of two grade-separated interchanges at 35th Avenue and 47th Avenue.

2. Statement of Work.

The scope of work includes the design and construction of two interchanges with US HWY 34 at 35th Avenue and 47th Avenue, respectively. The work will follow the Colorado Department of Transportation (CDOT) project delivery process. The construction will be completed using the Construction Manager/General Contractor (CM/GC) project delivery process. As a result, the work is proposed to be delivered in two phases.

Base Phase (NEPA, Preliminary Engineering)

This phase generally includes the effort to complete the NEPA process, the preliminary engineering process and the procurement of the CM/GC. The work includes obtaining the necessary environmental clearances, completing the CDOT interchange selection process, establishing the right-of-way needs, preliminary project phasing and budget for each interchange. This phase will complete the design for the two interchanges to approximately 30% design and will generally meet the intent of CDOT's Field Inspection Review (FIR). The work will include survey, subsurface utility exploration, geotechnical investigations, roadway and structure design and subsurface utility design for water, sanitary sewer, stormwater drainage and other dry utilities. The design criteria and direction for final design will be established in this phase. This phase also includes the procurement of a CM/GC and an Independent Cost Engineer to aid project phasing, cost estimating and traffic management plans. The notice-to-proceed for the CM/GC will be issued after Phase 1 funding obligation.

Phase 1: Construction and Project Closeout

This phase will include the final design of the two interchanges, completing the project in design in accordance with CDOT's Final Office Review (FOR) process. This Phase will include the preparation of the final plans, specifications and engineering documents in accordance with the project phasing and traffic incident and management plans developed in Phase 1. Any Right of Way needed for the project will be acquired in this phase subsequent to completion of the NEPA process. The construction work will be completed using a CM/GC process including preparation of the Gross Maximum Price (GMP) and the independent cost estimate check. The City will procure the services of an independent construction administration, inspection and material testing consultant to provide construction related supervision and as-built information. This phase includes providing substantial completion, punch list items and project closeout for each construction package being constructed.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Base Phase Budget Period End Date: 06/30/2028

Option Phase 1 Budget Period End Date: 09/30/2031

Period of Performance End Date: See section 28.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Completion of NEPA & Preliminary Engineering:	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date:	09/30/2030

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: \$20,560,056

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Portion of the Project	Portion of the RAISE Grant	Obligation Condition
Base Phase: NEPA and Preliminary Engineering	\$3,489,844	
Phase 1: Construction and Project Closeout	\$17,070,212	Upon confirmation that all applicable Federal requirements have been met.

3. Approved Project Budget.

Eligible Project Costs			
	Base Phase	Phase 1	Total
RAISE Funds:	\$3,489,844	\$17,070,212	\$20,560,056
Other Federal Funds (RURAL grant)	\$0	\$29,439,944	\$29,439,944
Non-Federal Funds:	\$12,885,272	\$41,539,728	\$54,425,000
Total:	\$16,375,116	\$88,049,884	\$104,425,000

4. Cost Classification Table

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Land, structures, rights-of-way, appraisals, etc.	\$4,700,000	\$0	\$4,700,000
Architectural and engineering fees	\$16,375,116	\$0	\$16,375,116
Project inspection fees	\$6,265,500	\$0	\$6,265,500
Construction	\$66,641,884	\$0	\$66,641,884
Contingency	\$10,442,500	\$0	\$10,442,500
Project Total	\$104,425,000	\$0	\$104,425,000

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any pre-award costs under 2 CFR 200.458.

SCHEDULE E CHANGES FROM APPLICATION

Scope:

Since the time of the RAISE grant application, the City has revised the extents of the interchanges to include the logical termini of the interchange ramps with the local streets and the mainline US 34. Additionally, the project scope described in the application included a Mobility Hub that will be completed with additional non-RAISE funding contributions, as documented in the project's award letter. The schedule was based on the opinion provided by the Colorado DOT's environmental staff that the project would qualify for a documented categorical exclusion. During subsequent post selection meetings with the FHWA, it was determined that an Environmental Assessment would be a more conservative approach for this project.

Schedule:

During the application process, the City expected the project grant agreement would be executed in February 2025, and the construction would be substantially completed in November of 2029. While the application materials anticipated an earlier execution, the application did not fully account for all necessary interagency coordination and full review process. Additional time was needed to coordinate between the City and Colorado Department of Transportation, as there was a possibility of pursuing a transfer or State DOT pass-through that needed to be evaluated.

An additional reason for the revised schedule is that an Environmental Assessment (EA) is required instead of the originally expected categorical exclusion. This requires more time for environmental review and coordination and has contributed to the updated substantial completion date.

At present time, we are expecting the grant agreement to be executed in April 2026. There is a delay of 14 months. We expect the "substantial completion and open to traffic" will happen by September 30, 2030.

Milestone	Application	Schedule C
Planned Construction Substantial Completion and Open to Traffic Date:	11/01/2029	09/30/2030

Budget: The application included the below approximate estimated funding sources (millions):

- TIFIA Loan: \$24.9M
- Local Match: \$24.5M
- RAISE Grant Request: \$25M
- Total Estimated Cost: \$74M

Following the RAISE award of \$20,560,056, the local match was increased to approximately \$29.5 million per the reduced award amount accepted by the City. In January of 2025, the project received a \$29,439,944 grant award from the fiscal year 2026 Rural Surface Transportation Grant Program (Rural). The award was for the expanded scope of the interchange work. The RAISE and Rural applications noted the full scope of the overall project that included a proposed

Mobility Hub that is now planned to be completed by the City under a separate local agency agreement with the CDOT; separate from the two awarded grants. The revised approximate funding of the agreement budget includes (millions):

- City of Greeley: \$54M (including \$25,050,181 in TIFIA funds)
- RAISE Grant: \$20M
- Rural Grant: \$29M
- Total Revised Cost: \$104M

In summary, the total eligible project cost has increased by approximately \$30 million to fund the expanded scope of the project for the two interchanges.

The table below provides a summary comparison of the Project budget.

Fund Source	Application		Schedule D	
	\$	%	\$	%
Previously Incurred Costs				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
RAISE Funds	\$25,000,000	33.60%	\$20,560,056	19.69%
Other Federal Funds (FY26 RURAL Grant)	\$0	0	\$29,439,944	28.19%
Non-Federal Funds (include TIFIA)	\$49,400,000	66.40%	\$54,425,000	52.12%
Total Future Eligible Project Costs	\$74,400,000	100%	\$104,425,000	100%
Total Project Costs				

Other: N/A.

SCHEDULE F
RAISE PROGRAM DESIGNATIONS

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community/Area of Persistent Poverty Designation.

HDC/APP Designation: No

4. Funding Act.

Funding Act: IIJA

5. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Study Area: Area between existing intersection of US HWY 34 and 35th Avenue and US HWY 34 and 47th Avenue

Baseline Measurement Date: 03/31/2027

Baseline Report Date: 05/30/2027

Table 1: Performance Measure Table

Performance Measure	Unit Reported
Severe Crashes	Total Severe Crashes per Year
Travel Time Reliability	Travel Time Index

SCHEDULE H LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>

	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.
--	--

2. **Supporting Narrative.**

The City of Greeley is a home rule municipality and as such our procurement process ensures that the projects are procured through an open, equitable and competitive process. This process is based on the provisions of the Greeley's Municipal Code Title 6, Chapter 6

(https://library.municode.com/co/greeley/codes/municipal_code?nodeId=PTIICOOR_TIT6REFI_CH6PU).

Section 6-420 of the municipal code states the purpose of the purchasing policy as “The purpose of this chapter is to provide for the fair and equitable treatment of all persons involved in public purchasing by the city, to maximize the purchasing value of public funds in procurement and to provide safeguards for maintaining a procurement system of quality and integrity.” Additionally, our process follows all State and Federal policies. The City has been a recipient of quite a few State and Federal awards and has been able to successfully use our procurement processes on these projects with no adverse comments from our State and Federal Partners.

In addition to these procurement practices, the City includes workforce development and training requirements in its construction contracts. For projects with Federal funding, this includes On-the-Job Training (OJT) to help develop a skilled and diverse construction workforce.

For this project, the City expects to include OJT training goals consistent with standard industry practices. These goals will provide training opportunities and help workers build careers in highway construction. The City also encourages contractors to use local workforce resources and participate in workforce development programs when available, in line with current practices and Federal requirements.



Council Agenda Summary

July 7, 2026

Key Staff Contact: Seth Sorensen, Public Works Director

Title:

Resolution authorizing approval of an Airport Improvement Program Grant Agreement in the amount of \$285,000 from the Federal Aviation Administration to the Greeley-Weld County Airport Authority

Summary:

The City of Greeley, Weld County, and the Greeley-Weld County Airport submitted a Project Application to the Federal Aviation Administration (FAA) on April 13, 2026, for a grant of Federal funds to support Reseal Runway 17/35 (about 43% of Total Project) at Greeley-Weld County Airport.

The FAA has approved and allocated \$285,000 in grant funding for the Reseal Runway 17/35 (about 43% of Total Project). The funds will be deposited directly to the Airport Authority. The City's involvement is limited to co-signing as sponsor, with no financial obligations required.

Fiscal Impact:

No Impact: The grant is with the Greeley-Weld County Airport, not with the City of Greeley.

Is there grant funding for this item? No

Does this action have potential long-term fiscal implications? No

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth
Community Vitality
Infrastructure and Mobility
Quality of Life

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:

Adopt the resolution.

Attachments:

1. Resolution No. 97, 2026 with Exhibit A

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 97, 2026**

**A RESOLUTION AUTHORIZING APPROVAL OF AN AIRPORT IMPROVEMENT
PROGRAM GRANT AGREEMENT IN THE AMOUNT \$285,000 FROM THE
FEDERAL AVIATION ADMINISTRATION TO THE GREELEY-WELD COUNTY
AIRPORT AUTHORITY**

WHEREAS, the City of Greeley (“City”), Weld County, and the Greeley-Weld County Airport Authority (“Authority”) have applied for a Federal Aviation Administration (“FAA”) Airport Improvement Grant (“Grant”); and

WHEREAS, the FAA has offered the Grant in the amount of \$285,000 [AIP Grant Number 3-08-0028-037-2026 / Contract No. DOT-FA26NM-1089]; and

WHEREAS, the purpose of the Grant is for Reseal Runway 17/35 (about 43% of Total Project.); and

WHEREAS, Weld County has authorized approval of the Grant and the Authority plans to authorize the Grant, which will be used for Authority planned improvements; and

WHEREAS, the use of the Grant will contribute to the health and safety of the citizens of the City.

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

Section 1. That the Mayor, on behalf of the City as a sponsor of the Grant, is authorized to sign the Grant agreement attached hereto as Exhibit A approving, ratifying, and adopting the Grant application and agreeing to comply with the Grant’s terms and conditions.

Section 2. That Council grants authorization for the Mayor and City staff to sign the Grant agreement.

Section 3. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF JULY, 2026.

**ATTEST:
COLORADO**

THE CITY OF GREELEY,

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A
RESOLUTION 97, 2026 CITY OF
GREELEY, COLORADO



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado

Denver Airports District Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

Mr. Kevin Ross, Board Chair
Greeley-Weld County Airport Authority
P.O. Box 727
Greeley, Colorado 80632

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

The Honorable Dale Hall, Mayor
City of Greeley
1000 10th Street
Greeley, Colorado 80632

Dear Mr. Ross, Commissioner James, Mayor Hall:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-08-0028-037-2026 at Greeley-Weld County Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 15, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

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

FAA Contact Information. Joseph Sherrell, (303) 342-1255, joseph.a.sherrell@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

Jesse A. Lyman
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area Greeley-Weld County Airport

Airport Grant Number 3-08-0028-037-2026 {Contract No. DOT-FA26NM-1089}

Unique Entity Identifier K22DLPCZKJW8

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

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

WHEREAS, the sponsor has submitted to the FAA a Project Application dated April 13, 2026, for a grant of federal funds for a project at or associated with the Greeley-Weld County Airport, which is included as part of this Grant Agreement; and

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

Reseal Runway 17/35 (about 43% of Total Project)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024

(Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

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

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$285,000.

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

\$0 for planning

\$285,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

- 2. Grant Performance.** This agreement is subject to the following federal award requirements:

a. Period of Performance:

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

b. Budget Period:

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.
- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
- ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
- iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

- 5. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
- 7. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
- 8. Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before July 15, 2026, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds and Mandatory Disclosure.**
- a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;

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

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

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

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - 4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 1. Associated with the performance under this grant; or
 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 1. Associated with the performance under this grant; or
 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.
 - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
 - iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
 - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

- b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

- 23. Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2016, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.
- 26. Co-Sponsor.** The co-sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
- 27. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 28. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of

the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

31. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

32. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

33. Solid Waste Recycling Plan. The sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC § 47106(a)(6).

34. Pavement Maintenance Management Program. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;

- ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

35. Usable Unit of Development. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

36. Buy American Executive Orders. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated _____

Attested By:

(Signature of Sponsor's Attestation)

(Typed Name of Sponsor's Attestation)

(Title of Sponsor's Attestation)

**GREELEY-WELD COUNTY AIRPORT
AUTHORITY, COLORADO**

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

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

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

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

Dated _____

COUNTY OF WELD, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

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

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

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

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

Dated _____

CITY OF GREELEY, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

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

ASSURANCES
AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.**1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

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

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

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

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

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

"The (**Greeley-Weld County Airport, County of Weld and City of Greeley, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of April 13, 2026.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).



Council Agenda Summary

July 7, 2026

Key Staff Contact: Seth Sorensen, Public Works Director

Title:

Resolution authorizing approval of an Airport Improvement Program Grant Agreement in the amount of \$150,000 from the Federal Aviation Administration to the Greeley-Weld County Airport Authority

Summary:

The City of Greeley, Weld County, and the Greeley-Weld County Airport submitted a Project Application to the Federal Aviation Administration (FAA) on April 13, 2026, for a grant of Federal funds to support Reseal Runway 17/35 (about 23% of Total Project) at Greeley-Weld County Airport.

The FAA has approved and allocated \$150,000 in grant funding for Reseal Runway 17/35 (about 23% of Total Project.). The funds will be deposited directly to the Airport Authority. The City's involvement is limited to co-signing as sponsor, with no financial obligations required.

Fiscal Impact:

No Impact: The grant is with the Greeley-Weld County Airport, not with the City of Greeley.

Is there grant funding for this item? No

Does this action have potential long-term fiscal implications? No

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth
Community Vitality
Infrastructure and Mobility
Quality of Life

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:

Adopt the resolution.

Attachments:

1. Resolution No. 98, 2026 with Exhibit A

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 98, 2026**

**A RESOLUTION AUTHORIZING APPROVAL OF AN AIRPORT IMPROVEMENT
PROGRAM GRANT AGREEMENT IN THE AMOUNT OF \$150,000 FROM THE
FEDERAL AVIATION ADMINISTRATION TO THE GREELEY-WELD COUNTY
AIRPORT AUTHORITY**

WHEREAS, the City of Greeley (“City”), Weld County, and the Greeley-Weld County Airport Authority (“Authority”) have applied for a Federal Aviation Administration (“FAA”) Airport Improvement Grant (“Grant”); and

WHEREAS, the FAA has offered the Grant in the amount of \$150,000 [AIP Grant Number 3-08-0028-038-2026 / Contract No. DOT-FA26NM-1090]; and

WHEREAS, the purpose of the Grant is for Reseal Runway 17/35 (about 23% of Total Project.); and

WHEREAS, Weld County has authorized approval of the Grant and the Authority plans to authorize the Grant, which will be used for Authority planned improvements; and

WHEREAS, the use of the Grant will contribute to the health and safety of the citizens of the City.

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

Section 1. That the Mayor, on behalf of the City as a sponsor of the Grant, is authorized to execute the Grant agreement, attached hereto as Exhibit A, approving, ratifying, and adopting the Grant application and agreeing to comply with the Grant’s terms and conditions.

Section 2. That Council grants authorization for the Mayor and City staff to sign the Grant agreement.

Section 3. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF JULY, 2026.

**ATTEST:
COLORADO**

THE CITY OF GREELEY,

**By: _____
City Clerk**

**By: _____
Mayor**

EXHIBIT A
RESOLUTION 98, 2026 CITY OF
GREELEY, COLORADO



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado

Denver Airports District Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

Mr. Kevin Ross, Board Chair
Greeley-Weld County Airport Authority
P.O. Box 727
Greeley, Colorado 80632

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

The Honorable Dale Hall
City of Greeley
1000 10th Street
Greeley, Colorado 80632

Dear Mr. Ross, Commissioner James, Mayor Hall:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0028-038-2026 at Greeley-Weld County Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 15, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

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

FAA Contact Information. Joseph Sherrell, (303) 342-1255, joseph.a.sherrell@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

Jesse A. Lyman
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area Greeley-Weld County Airport

Airport Grant Number 3-08-0028-038-2026 {Contract No. DOT-FA26NM-1090}

Unique Entity Identifier K22DLPCZKJW8

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

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

WHEREAS, the sponsor has submitted to the FAA a Project Application dated April 13, 2026, for a grant of federal funds for a project at or associated with the Greeley-Weld County Airport, which is included as part of this Grant Agreement; and

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

Reseal Runway 17/35 (about 23% of Total Project.)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$150,000.

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

\$0 for planning

\$150,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

- a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

- b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
 - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
 - ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
 - iii. IIJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

- e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before July 15, 2026, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

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

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

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

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

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

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

- ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
- iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated December 2016, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Retaliation. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

- 26. Co-Sponsor.** The co-sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
- 27. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 28. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 29. Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
- 30. Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
 - b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.
- 31. National Airspace System Requirements.**
- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).
- 32. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

33. Solid Waste Recycling Plan. The sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC § 47106(a)(6).

34. Pavement Maintenance Management Program. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;

- ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

35. Usable Unit of Development. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

36. Buy American Executive Orders. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated _____

Attested By:

(Signature of Sponsor's Attestation)

(Typed Name of Sponsor's Attestation)

(Title of Sponsor's Attestation)

**GREELEY-WELD COUNTY AIRPORT
AUTHORITY, COLORADO**

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

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

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

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

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

Dated _____

COUNTY OF WELD, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

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

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

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

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

Dated _____

CITY OF GREELEY, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

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

ASSURANCES
AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

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

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

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

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

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

"The (**Greeley-Weld County Airport, County of Weld and City of Greeley, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of April 13, 2026.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).



Council Agenda Summary

July 7, 2026

Key Staff Contact: Donald Threewitt, Interim Director of Community Development, Douglas May, Planner III

Title:

Resolution finding substantial compliance with state annexation laws for property known as the "Arroyos del Sol Annexation," located generally north-west of State Highway 257 Spur, east of Weld County Road 19, and south of the Cache la Poudre River, into the City of Greeley. The subject site is comprised of approximately 999.72 acres.

Summary:

The City of Greeley is requesting approval to annex two parcels known collectively as the Arroyos del Sol Annexation. The annexation includes approximately 999.72 acres of land, as well as the right-of-way for State Highway 257. The annexation specifically excludes the parcel containing the Missile Silo Park, in accordance with discussions with Weld County. The property was purchased with a conservation easement in place, with the intent that it be preserved as open space for the community. The property has since become Greeley's newest Natural Area, named Arroyos del Sol, and is planned for long-term stewardship as a public natural area.

City staff requests that the City Council adopt the resolution finding substantial compliance with State Annexation laws for the properties, and set the public hearing for August 18, 2026.

Fiscal Impact:

City staff anticipate minimal immediate financial impacts associated with the annexation, aside from potential considerations for emergency response and maintenance of rights-of-way. The current zoning proposal is for CD (Conservation District).

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

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 certain date.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 99, 2026 with Exhibit A
2. Annexation Map
3. Annexation Petition

CITY OF GREELEY, COLORADO

RESOLUTION NO. 99, 2026

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH STATE ANNEXATION LAWS FOR PROPERTY KNOWN AS THE “ARROYOS DEL SOL ANNEXATION,” LOCATED GENERALLY NORTHWEST OF STATE HIGHWAY 257 SPUR, EAST OF WELD COUNTY ROAD 19, AND SOUTH OF THE CACHE LA POUDE RIVER, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF APPROXIMATELY 999.72 ACRES.

WHEREAS, City of Greeley has submitted an annexation petition to the City of Greeley for annexation of property located generally northwest of State Highway 257 Spur, east of Weld County Road 19, and south of the Cache la Poudre River, more particularly described in the attached Exhibit A;

WHEREAS, the City of Greeley staff has found the annexation petition to be in substantial compliance with C.R.S. §§ 31-12-101, *et seq.*; and

WHEREAS, City staff desires that the City Council establish a date, time, and place to hold a hearing to determine if the proposed annexation complies with C.R.S. § 31-12-107(1), or such parts thereof, to establish eligibility for annexation to the City of Greeley.

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

1. The annexation petition is found to substantially comply with C.R.S. § 31-12-107(1).
2. This resolution shall become effective immediately upon its passage.

PASSED, AND ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2026.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A
ARROYOS DEL SOL ANNEXATION
LEGAL DESCRIPTION

A TRACT OF LAND SITUATE IN THE WEST HALF OF SECTION TWO (2) AND SECTION THREE (3), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-SEVEN

WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), WELD COUNTY, COLORADO,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M.

THENCE SOUTH 89° 20' 56" WEST, A DISTANCE OF 2559.55 FEET;

THENCE SOUTH 89° 21' 00" WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 2528.33 FEET;

THENCE NORTH 00° 04' 41" WEST, A DISTANCE OF 1824.00 FEET;

THENCE NORTH 01° 05' 35" EAST, A DISTANCE OF 378.74 FEET;

THENCE NORTH 06° 57' 12" EAST, A DISTANCE OF 155.54 FEET;

THENCE NORTH 07° 49' 34" EAST, A DISTANCE OF 40.88 FEET;

THENCE NORTH 03° 27' 58" EAST, A DISTANCE OF 20.35 FEET;

THENCE NORTH 00° 54' 02" WEST, A DISTANCE OF 19.92 FEET;

THENCE NORTH 05° 37' 38" WEST, A DISTANCE OF 41.13 FEET;

THENCE NORTH 01° 45' 57" EAST, A DISTANCE OF 42.15 FEET;

THENCE NORTH 20° 13' 27" EAST, A DISTANCE OF 20.57 FEET;

THENCE NORTH 25° 54' 42" EAST, A DISTANCE OF 20.20 FEET;

THENCE NORTH 69° 19' 27" WEST, A DISTANCE OF 82.82 FEET;

THENCE NORTH 00° 04' 41" WEST, TO THE WEST QUARTER CORNER OF SAID SECTION 3, A DISTANCE OF 5.93 FEET;

THENCE NORTH 06° 05' 33" EAST, TO THE NORTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 2831.94 FEET;

THENCE NORTH 84° 19' 27" EAST, A DISTANCE OF 374.03 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, A DISTANCE OF 96.87 FEET, SAID CURVE HAS A RADIUS OF 1357.50 FEET, A

DELTA OF $04^{\circ} 05' 19''$ AND IS SUBTENDED BY A CHORD BEARING SOUTH $50^{\circ} 55' 19''$ EAST, A DISTANCE OF 96.85 FEET;

THENCE SOUTH $61^{\circ} 44' 20''$ EAST, A DISTANCE OF 542.32 FEET;

THENCE SOUTH $63^{\circ} 30' 51''$ EAST, A DISTANCE OF 843.40 FEET;

THENCE NORTH $44^{\circ} 41' 29''$ EAST, A DISTANCE OF 522.41 FEET;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE LEFT, A DISTANCE OF 171.91 FEET, SAID CURVE HAS A RADIUS OF 254.36 FEET, A DELTA

OF $38^{\circ} 43' 25.2''$ AND IS SUBTENDED BY A CHORD BEARING NORTH $25^{\circ} 19' 48''$ EAST, A DISTANCE OF 168.66 FEET;

THENCE NORTH $05^{\circ} 58' 07''$ EAST, A DISTANCE OF 349.31 FEET;

THENCE NORTH $84^{\circ} 19' 27''$ EAST, TO THE NORTH QUARTER CORNER OF SAID SECTION 3, A DISTANCE OF 787.57 FEET;

THENCE NORTH $84^{\circ} 15' 55''$ EAST, TO THE NORTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 2924.00 FEET;

THENCE SOUTH $87^{\circ} 18' 15''$ EAST, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION

2, A DISTANCE OF 1164.63 FEET;

THENCE SOUTH $87^{\circ} 19' 15''$ EAST, TO THE WEST LINE OF THE GOLDEN TRIANGLE 2ND ANNEXATION, RECORDED WITH THE WELD COUNTY CLERK

AND RECORDER AS RECEPTION NO. 1997982, A DISTANCE OF 1023.87 FEET;

THENCE SOUTH $09^{\circ} 06' 25''$ EAST, ALONG SAID WEST LINE OF THE GOLDEN TRIANGLE 2ND ANNEXATION, A DISTANCE OF 269.45 FEET;

THENCE SOUTH $06^{\circ} 22' 37''$ WEST, ALONG SAID WEST LINE OF THE GOLDEN TRIANGLE 2ND ANNEXATION, TO THE CENTER QUARTER CORNER OF

SECTION 2, A DISTANCE OF 2678.94 FEET;

THENCE SOUTH $06^{\circ} 22' 37''$ WEST, A DISTANCE OF 2906.16 FEET;

THENCE NORTH $89^{\circ} 29' 42''$ WEST, A DISTANCE OF 1305.13 FEET;

THENCE NORTH $00^{\circ} 30' 18''$ EAST, A DISTANCE OF 10.00 FEET;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE RIGHT, A DISTANCE OF 458.82 FEET, SAID CURVE HAS A RADIUS OF 805.00 FEET, A DELTA

OF 32° 39' 22.4" AND IS SUBTENDED BY A CHORD BEARING NORTH 73° 09' 53" WEST, A DISTANCE OF 452.63 FEET;

THENCE NORTH 56° 50' 12" WEST, A DISTANCE OF 932.09 FEET;

THENCE SOUTH 09° 49' 15" WEST, A DISTANCE OF 425.63 FEET;

THENCE SOUTH 03° 18' 47" EAST, A DISTANCE OF 260.81 FEET;

THENCE NORTH 89° 29' 42" WEST, A DISTANCE OF 60.06 FEET, TO THE POINT OF BEGINNING.

EXCEPT TRACT 100 DECREE ON DECLARATION OF TAKING BOOK 1550, PAGE 320, RECORDED ON FEBRUARY 5, 1960, AT RECEPTION NO. 1322395

CONTAINING 999.72 ACRES MORE OR LESS, INCLUDING 26.13 ACRES OF EXISTING PUBLIC ROAD RIGHT-OF-WAY.

ANNEXATION MAP OF
ARROYOS DEL SOL
SITUATED IN SECTION 3 AND THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH,
RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
ANX2024-0004

ANNEXATION DESCRIPTION:

A TRACT OF LAND SITUATE IN THE WEST HALF OF SECTION TWO (2) AND SECTION THREE (3), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), WELD COUNTY, COLORADO,

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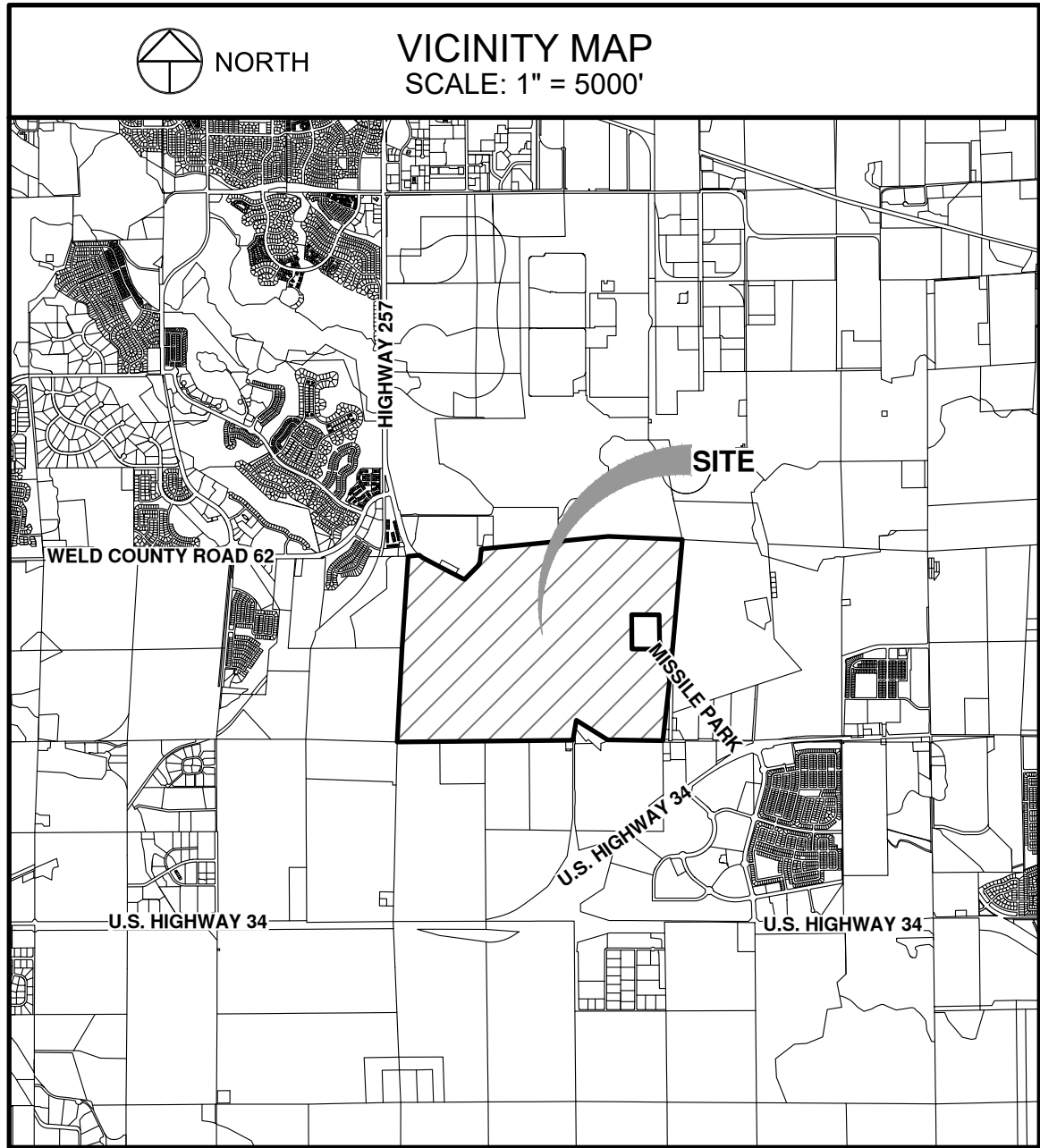
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(FIDELITY NATIONAL TITLE INSURANCE COMPANY ORDER NO. N0025608-030-ME1-2SN, EFFECTIVE DATE OF JANUARY 9, 2022)



ANNEXATION

TOTAL PERIMETER..... 32,326.37 FEET

CONTIGUOUS BOUNDARY..... 9,647.97 FEET

MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED..... 5,387.73 FEET

TOTAL LAND AREA OF ANNEXATION..... 999.72 ACRES ±

DENOTES CONTIGUOUS TOWN BOUNDARY

SURVEYOR'S NOTES:

- THE LINEAL UNIT OF MEASURE FOR THIS SURVEY IS U.S. SURVEY FEET.
- THE BASIS OF BEARINGS IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 3, AS BEARING NORTH 06° 05' 33" EAST (ASSUMED BEARING), WITH THE WEST QUARTER CORNER OF SAID SECTION 3, MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP, STAMPED LS 22098 AND THE NORTHWEST CORNER OF SAID SECTION 3, MONUMENTED BY A #6 REBAR WITH A 2.5" ALUMINUM CAP, STAMPED LS 22098.
- FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY & TITLE OF RECORD, EPS GROUP RELIED UPON ORDER NO. N0025608-030-ME1-2SN, EFFECTIVE DATE OF JANUARY 9, 2022, PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY EPS GROUP TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD.
- EXISTING ZONING: WELD COUNTY - AGRICULTURE (A)
PROPOSED ZONING: CITY OF GREELEY - CONSERVATION DISTRICT (C-D)
- ADJACENT PROPERTY OWNER INFORMATION PER THE WELD COUNTY PROPERTY PORTAL.
- THE PROFESSIONAL OPINION OF THE SURVEYOR IS NOT A DETERMINATION OF LAW, NOR A MATTER OF FACT.
- THE WORD "STATE", "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED. DORA BYLAWS AND RULES (4 CCR 730-1).
- EASEMENTS AND OTHER RECORD DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
- THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION & INITIAL ZONING PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A MONUMENTED LAND SURVEY AS DEFINED BY THE STATE OF COLORADO.

CITY COUNCIL APPROVAL:

Approved by the Greeley City Council on this _____ day of _____, 20_____.

CITY OF GREELEY MAYOR:

City of Greeley Mayor _____ Date _____

COMMUNITY DEVELOPMENT DIRECTOR:

Director of Community Development _____ Date _____

DEVELOPMENT REVIEW MANAGER:

Development Review Manager _____ Date _____

SURVEYOR'S STATEMENT

I, THAREN J. HELGERSON, A COLORADO PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS PROPERTY DESCRIPTION OF LAND PROPOSED TO BE ANNEXED TO THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION.

THIS ANNEXATION DRAWING IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION FROM EXISTING DOCUMENTS OF RECORD TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION AS SHOWN HEREON.

I FURTHER STATE THAT NOT LESS THAN ONE-SIXTH OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED IS CONTIGUOUS TO THE BOUNDARY LINE OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

PRELIMINARY
08/27/25
FOR REVIEW ONLY

THAREN J. HELGERSON
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38882
FOR AND ON BEHALF OF EPS GROUP, INC.

NOTICE:
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SECTION:
2 AND 3
TOWNSHIP:
5 NORTH
RANGE:
67 WEST OF 6TH PM

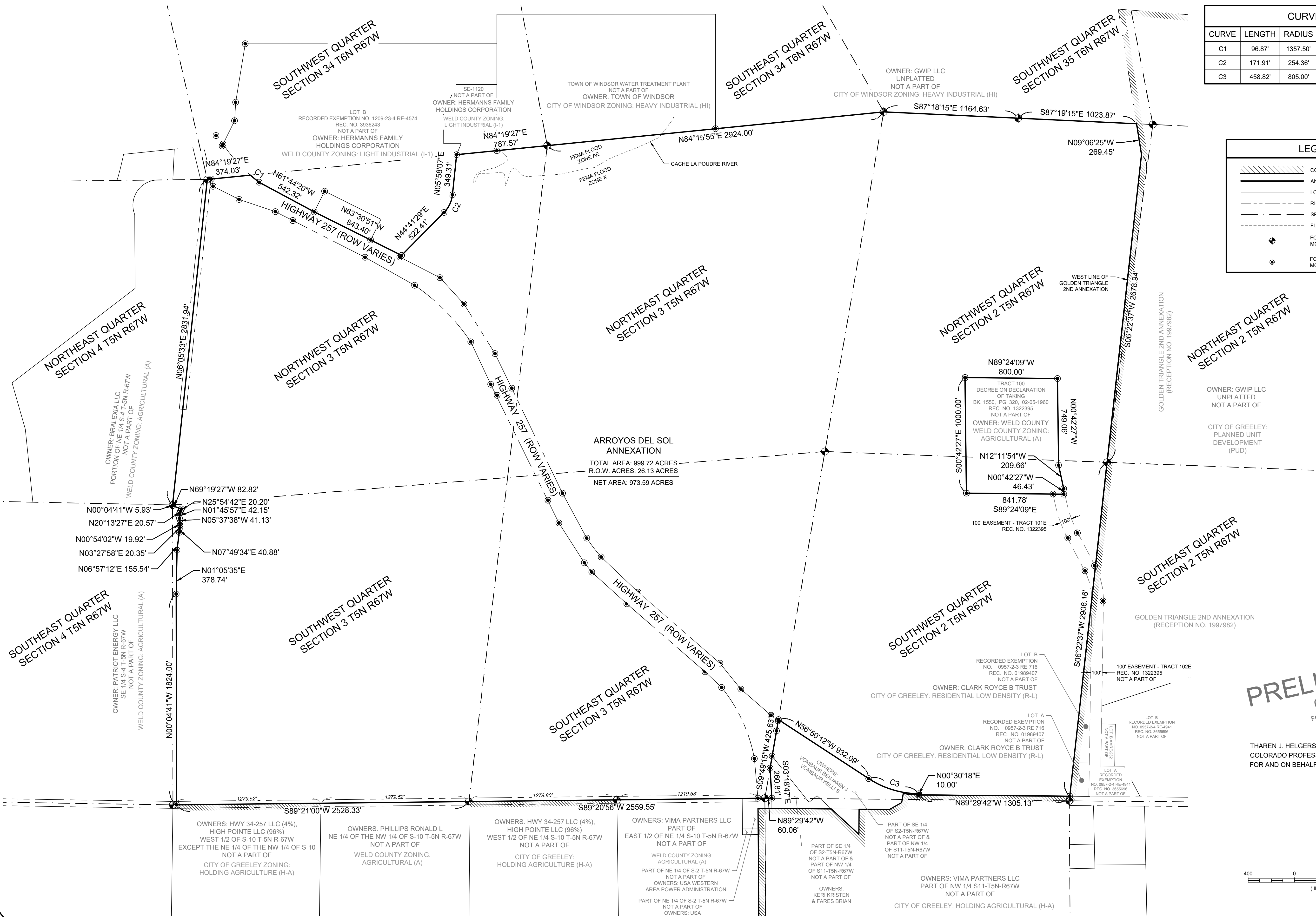
DATE:
08/27/25
SCALE:
AS SHOWN
REVIEWED BY:
HELGERSON
PROJECT:
24-0572
CLIENT:
CITY OF GREELEY
DRAWN BY:
J. BUNNIER



ANNEXATION MAP OF
ARROYOS DEL SOL
CITY OF GREELEY, WELD COUNTY, COLORADO

Sheet
1
Of 6 Sheets

ANNEXATION MAP OF
ARROYOS DEL SOL
SITUATED IN SECTION 3 AND THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH,
RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
ANX2024-0004



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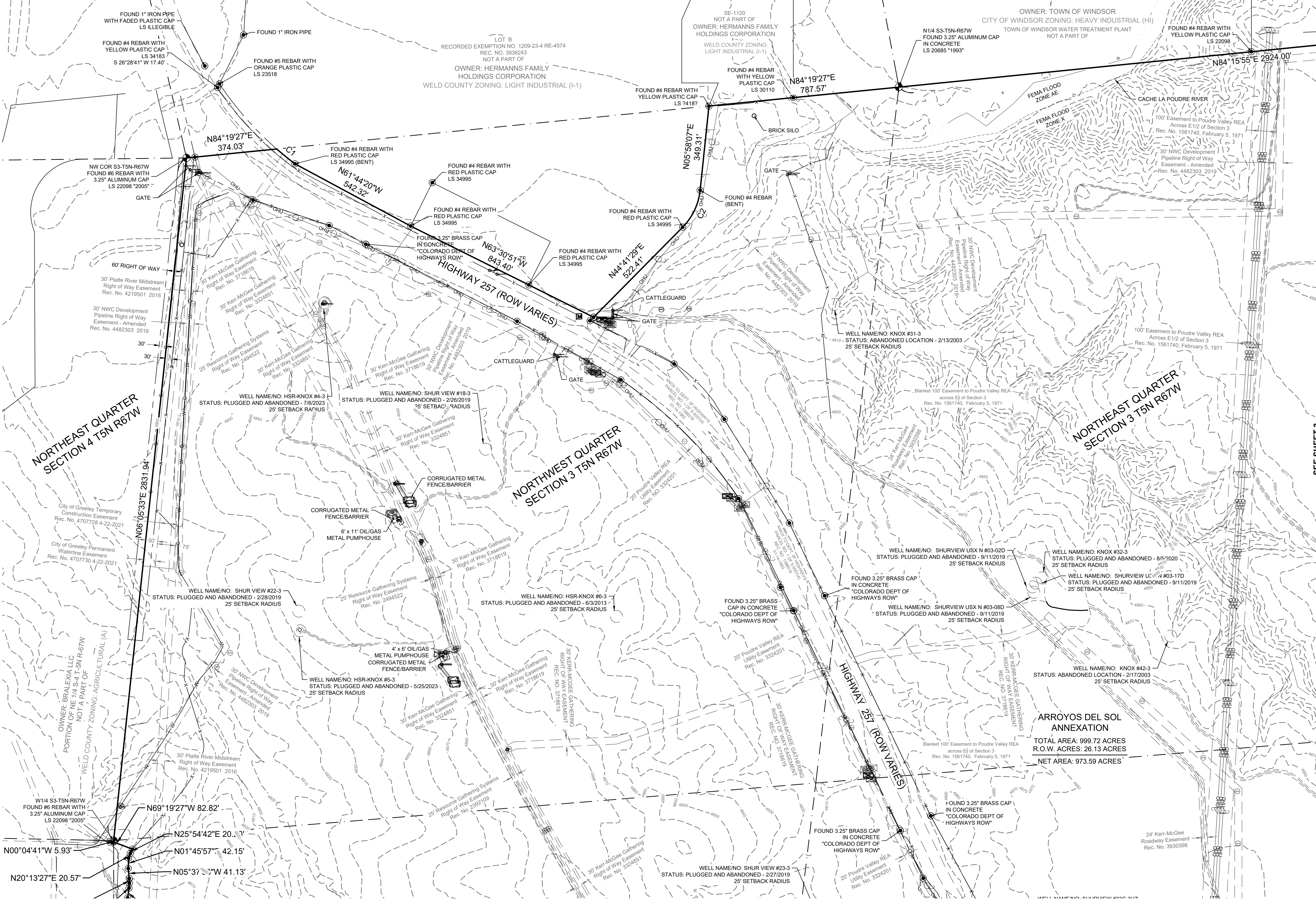
SECTION: 2 AND 3
DATE: 08/27/25
PROJECT: 24-0572
CLIENT: CITY OF GREELEY
SCALE: AS SHOWN
TOWNSHIP: 5 NORTH
RANGE: 67 WEST OF 6TH PM
REVIEWED BY: J. BUNNER
DRAWN BY: HELGERSON



ANNEXATION MAP OF
ARROYOS DEL SOL
CITY OF GREELEY, WELD COUNTY, COLORADO

Sheet
2
Of 6 Sheets

SITE ANALYSIS MAP OF
ARROYOS DEL SOL
SITUATED IN SECTION 3 AND THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH,
RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
ANX2024-0004



NOTES:
VERTICAL DATUM: NAVD88 USING GEOID
MODEL "CO G18 GRS80"

BENCHMARK: NGS BENCHMARK NN 169
(NAVD 88 ELEVATION = 4884.32)

PRELIMINARY
08/27/25
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THAREN J. HELGERSON
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38882
FOR AND ON BEHALF OF EPS GROUP, INC.

NORTH

200 0 200 400 600 Feet
(IN U.S. SURVEY FEET)
1 inch = 200 feet

LEGEND	
	SECTION LINE
	EXISTING LOT LINE
	EXISTING EASEMENT LINE
	RIGHT OF WAY
	EXISTING FENCE LINE
	BURIED COMMUNICATION LINE
	BURIED ELECTRIC LINE
	BURIED GAS LINE
	PAVEMENT STRIPING
	OVERHEAD UTILITY
	UNDERGROUND ELECTRIC LINE
	EDGE OF GRAVEL
	EDGE OF ASPHALT
	CENTERLINE OF DITCH
	FLOOD PLAIN
	SECTION CORNER
	FOUND MONUMENT #4 REBAR WITH ORANGE PLASTIC CAP PLS 34995, UNLESS OTHERWISE NOTED
	BOLLARD
	ELECTRIC BOX
	ELECTRIC BREAKER
	FENCE GATE
	FLAG POLE
	FIBER OPTIC VAULT
	GAS RISER
	GAS PUMP
	GAS VALVE
	GUY WIRE
	FLARED END SECTION
	MAIL BOX
	ELECTRIC METER
	WATER METER
	MONITORING WELL
	ELECTRIC MARKER
	FIBER OPTIC MARKER
	GAS MARKER
	WATER MARKER
	TELEPHONE MARKER
	OIL GAS BURNER
	OIL GAS SEPARATOR
	OIL GAS TANK
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	SIGN
	TANK
	UTILITY POLE
	WELL HEAD

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TOWNSHIP: 5 NORTH	SCALE: 1" = 200'	CLIENT: CITY OF GREELEY
RANGE: 67 WEST OF 6TH PM	REVIEWED BY: HELGERSON	DRAWN BY: J. BUNNER

EPS GROUP
970.221.4158
eng@epsinc.com
ARIZONA | COLORADO

SITE ANALYSIS MAP OF
ARROYOS DEL SOL
CITY OF GREELEY, WELD COUNTY, COLORADO

Sheet
3
Of 6 Sheets

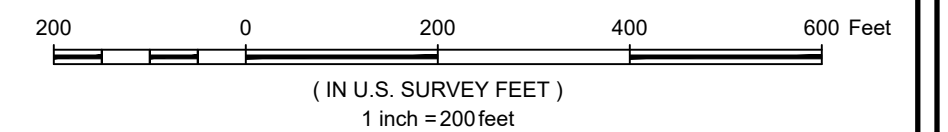
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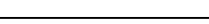
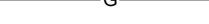
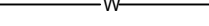
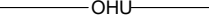
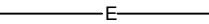
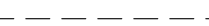
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PRELIMINARY
08/27/25
FOR REVIEW ONLY

THAREN J. HELGERSON
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38882
FOR AND ON BEHALF OF EPS GROUP, INC.



LEGEND

	SECTION LINE
	EXISTING LOT LINE
	EXISTING EASEMENT LINE
	RIGHT OF WAY
	EXISTING FENCE LINE
	BURIED COMMUNICATION LINE
	BURIED ELECTRIC LINE
	BURIED GAS LINE
	PAVEMENT STRIPING
	OVERHEAD UTILITY
	UNDERGROUND ELECTRIC LINE
	EDGE OF GRAVEL
	EDGE OF ASPHALT
	CENTERLINE OF DITCH
	FLOOD PLAIN
	SECTION CORNER
	FOUND MONUMENT #4 REBAR WITH ORANGE PLASTIC CAP PLS 34995, UNLESS OTHERWISE NOTED
	BOLLARD
	ELECTRIC BOX
	ELECTRIC BREAKER
	FENCE GATE
	FLAG POLE
	FIBER OPTIC VAULT
	GAS RISER
	GAS PUMP
	GAS VALVE
	GUY WIRE
	FLARED END SECTION
	MAIL BOX
	ELECTRIC METER
	WATER METER
	MONITORING WELL
	ELECTRIC MARKER
	FIBER OPTIC MARKER
	GAS MARKER
	WATER MARKER
	TELEPHONE MARKER
	OIL GAS BURNER
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2 AND 3

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5 NORTH

RANGE:
67 WEST OF 6TH PM

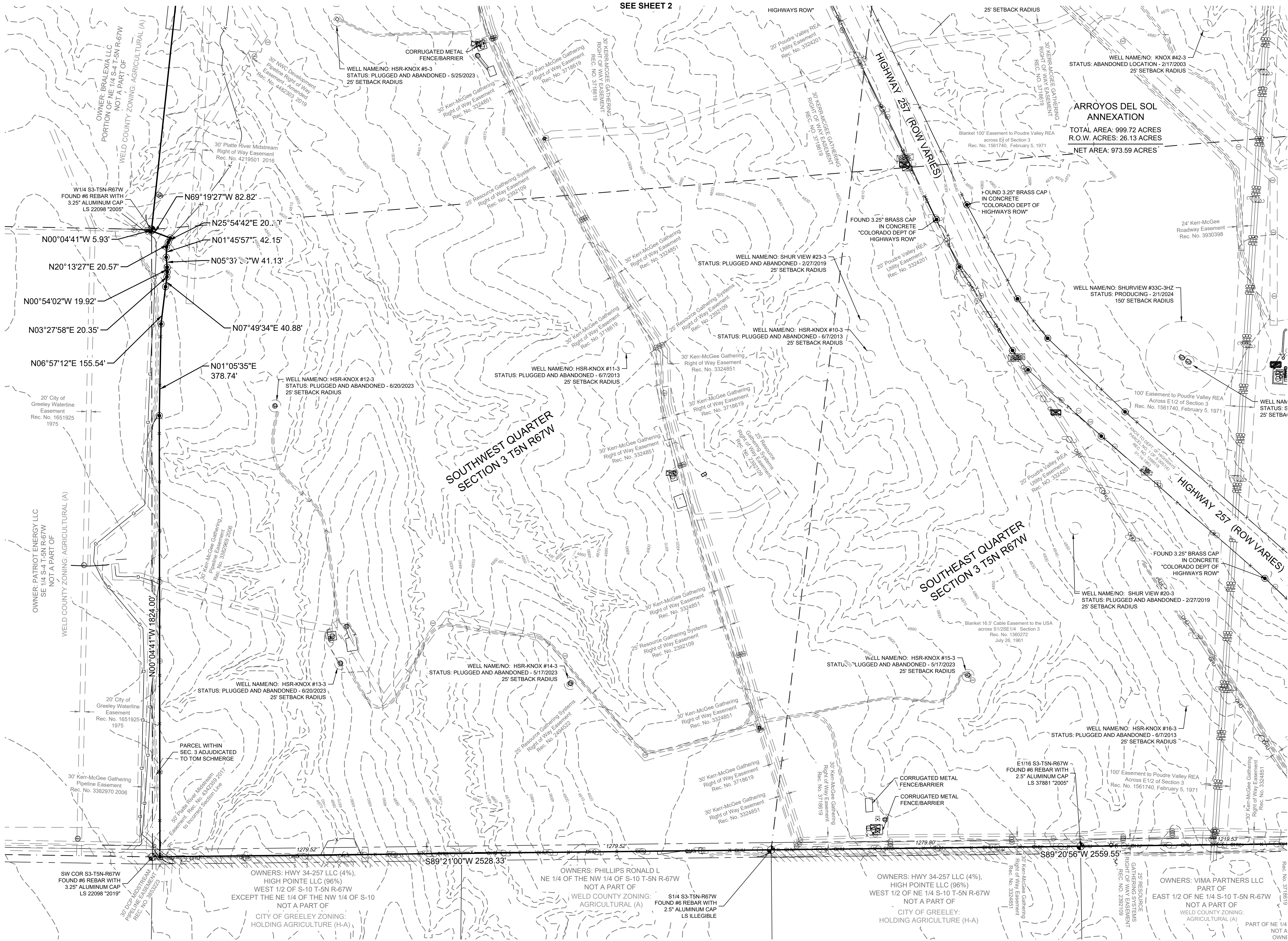
PROJECT: 24-0572	DATE: 08/27/25
CLIENT: CITY OF GREELEY	SCALE: 1" = 200'
DRAWN BY: J. BUNNER	REVIEWED BY: T. HELGERSON



ARROYOS DEL
CITY OF GREELEY, WELD COUNTY, CO

Sheet
4
Of 6 Sheets

SITE ANALYSIS MAP OF
ARROYOS DEL SOL
SITUATED IN SECTION 3 AND THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH,
RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
ANX2024-0004

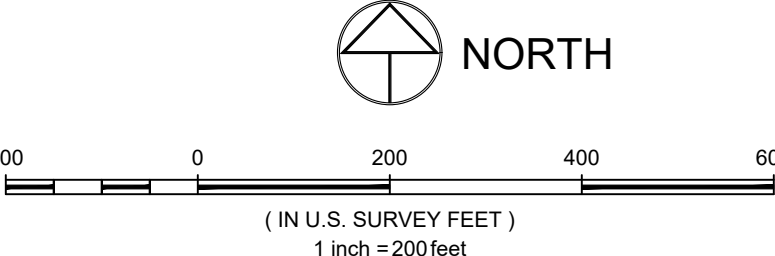


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LEGEND	
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	EXISTING LOT LINE
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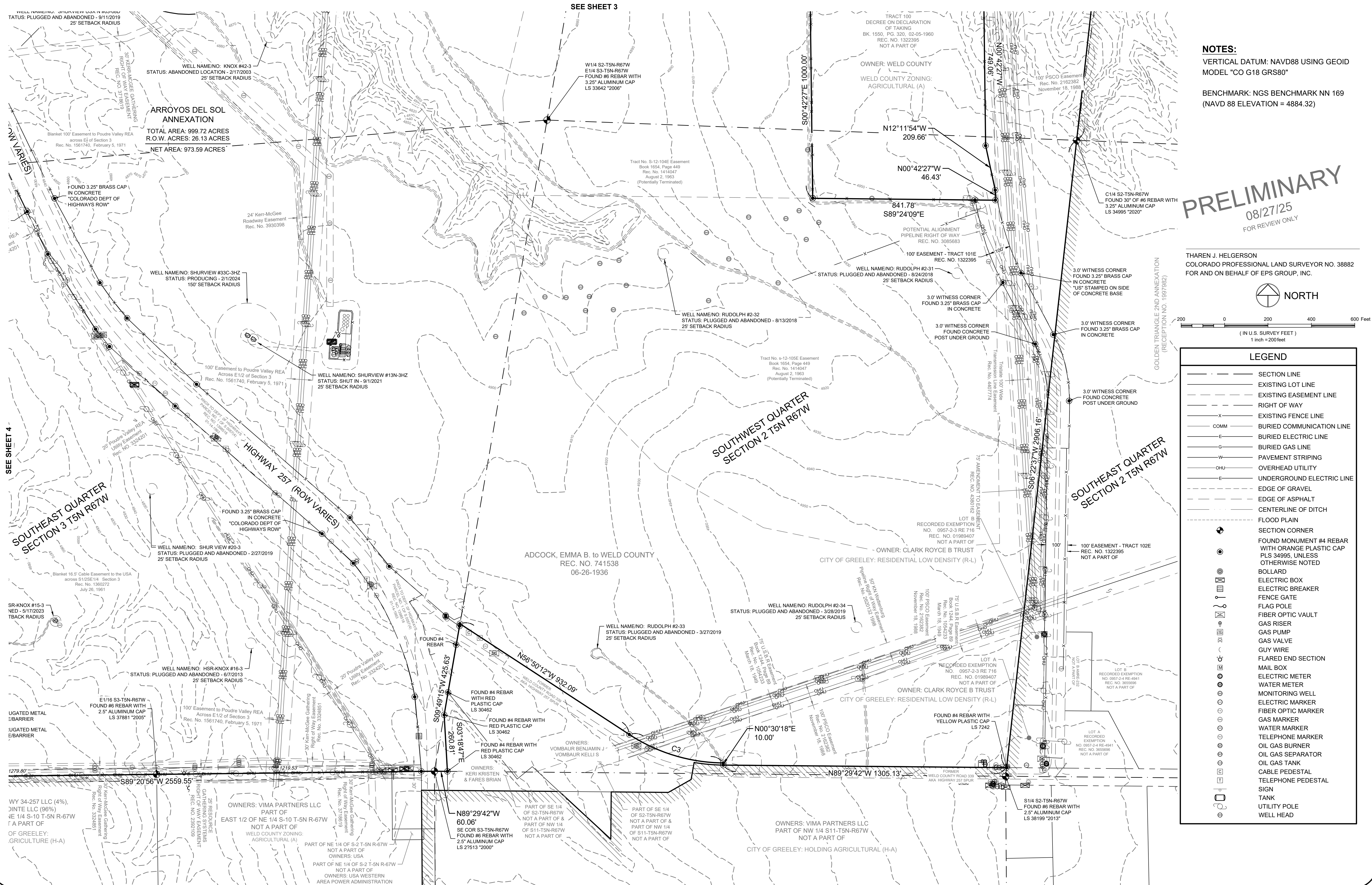
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TOWNSHIP: 5 NORTH	SCALE: 1" = 200'
RANGE: 67 WEST OF 6TH PM	CITY OF: GREELEY
	REVIEWED BY: J. BUNNIE
	DRAWN BY: HELGERSON



SITE ANALYSIS MAP OF
ARROYOS DEL SOL
CITY OF GREELEY, WELD COUNTY, COLORADO

SITUATED IN SECTION 3 AND THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH,
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ANX2024-0004



Sheet
6
Of 6 Sheets

PETITION FOR ANNEXATION

Arroyos del Sol Annexation

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF GREELEY,
COLORADO:

The undersigned, in accordance with Title 31, Article 12, Chapters 101 et. seq., Colorado Revised Statutes, 1973, as amended, hereby petition the City Council of the City of Greeley for annexation to the City of Greeley of the territory described herein and described and shown on the map designated, "Arroyos del Sol Annexation." The applicable number of said map (at least four) are submitted herewith and by this reference are incorporated herein. The description of the territory hereby petitioned for annexation to the City of Greeley is set forth in Exhibit A attached hereto and incorporated herein by reference.

In support of this petition, the Petitioner(s) allege(s) that:

1. It is desirable and necessary that the above-described territory be annexed to the City of Greeley.

2. The requirements of Section 31-12-104 and 31-12-105 of the Colorado Revised Statutes exist or have been met in that:

A. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the City of Greeley.

B. A community of interest exists between the territory proposed to be annexed and The City of Greeley.

C. The territory sought to be annexed is urban or will be urbanized in the near future.

D. The territory sought to be annexed is integrated or is capable of being integrated with the City of Greeley.

3. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has/have been divided into separate parts or parcels of real estate without the written consent of the land owner or land owners thereof, except and unless where such tracts or parcels are already separated by a dedicated street, road, or other public way.

4. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon have an assessed valuation in excess of \$200,000 for ad valorem tax purposes for the year next preceding the filing of the written petition for annexation, has/have been included within the

territory proposed to be annexed without the written consent of the land owner or land owners.

5. The territory proposed to be annexed does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Greeley was held within the twelve months preceding the filing of this petition.

6. The territory proposed to be annexed does not include any area included in another annexation proceeding involving a city other than the City of Greeley.

7. The territory proposed to be annexed is not presently a part of any incorporated city, city and county, or town.

8. The property owned by each petitioner is described on each separate signature sheet and, when needed, described more fully in the exhibits attached hereto and incorporated herein by reference.

9. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the land owners and owning more than fifty percent (50%) of the property, excluding public streets and alleys, and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.

Accompanying this petition are **the original and four copies of an annexation plat map** containing the following information:

A. A written legal description of the boundaries of the area proposed to be annexed.

B. A map showing the boundary of the area proposed to be annexed.

C. Within the annexation boundary map, an identification of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks. Also within the boundary map, identification of any special districts the area proposed to be annexed may be part of.

D. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the annexing municipality and the contiguous boundary of any other municipality abutting the area proposed to be annexed. E. A surveyor's certificate prepared by a registered land surveyor that attests to the preparation of the map and certifies at least one-sixth ($1/6$) contiguity to the City of Greeley.

F. **Acceptance block describing the acceptance action of the City of Greeley in form and substance as provided in Appendix A of the Subdivision Regulations of the City of Greeley** and providing for the effective date and City Clerk and Mayor attest signatures.

10. Except as otherwise provided, no part of the territory sought to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will become effective.

11. As an expressed condition of annexation, land owner(s) consent(s) to inclusion into the Northern Colorado Water Conservancy District and the municipal subdistrict pursuant to Section 37-45-136 (3.6) C.R.S. Land owner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, land owner's (s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of land owner's(s') lands. Land owner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Land owner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

THEREFORE, the undersigned respectfully petition(s) and requests the City Council of the City of Greeley, to approve annexation of the territory described and referred to in Exhibit A to the City of Greeley in accordance with and pursuant to the statutes of the State of Colorado.

Land Owner(s) Name(s) and Signature(s) Mailing Address Date of
Signing

Ben K / Mrs. Bogan

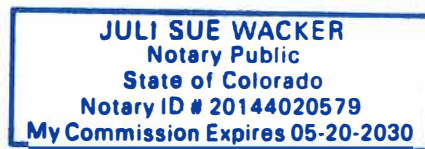
City of Greeley City Manager's Office 1200 11th Ave, Greeley, CO 80631 _____

Subscribed and sworn to before me this 27 day of April, 2026, by
Juli Sue Wacker

Witness my hand and official seal.

My commission expires: 5/20/30

[Signature]
Notary Public



Land Owned

Parcels: 095703300004, 095703100003, 095702000004

If necessary, attach separate sheet.

Annexation



Council Agenda Summary

July 7, 2026

Key Staff Contact: Brittany Hathaway, Interim Deputy Director of Community Development, Dustan Shepherd, Deputy Building Official

Title:

Introduction and first reading of ordinance amending Title 22, Chapter 1 of the Greeley Municipal Code relating to Contractor Licenses

Summary:

This is in response to initiative 11-2025 for requiring contractors to be licensed in the City of Greeley.

The City of Greeley already requires Contractor Licensing for electrical, plumbing, and mechanical contractors. Initiative 11-2025 originally asked for the addition of roofing contractors. The Building Department is recommending that the City include roofing, concrete, demolition, and general contractors. Many northern Colorado jurisdictions require all contractors to be licensed, and a similar requirement for the City is being requested.

Staff presented information to Council at a Work Session on February 10, 2026. Staff presented three options for Council consideration: (1) License all contractors who perform work in the city (adding general, specialty, and roofing contractors to existing requirements); (2) Add only roofing contractors to the licensing requirements; (3) Maintain the current contracting license process. After discussion, the Council reached consensus to proceed with Option 1, licensing all contractors who perform work in Greeley.

Fiscal Impact:

Positive Impact: Yes

Onetime Fee for new contractor applications.

Ongoing Fee for existing when renewing every three years at a lower fee.

Implementing a contractor licensing program can generate both direct revenue and long-term cost savings for the City of Greeley.

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

High-Performance Government
Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for July 21, 2026.

Attachments:

1. Ordinance No. 39, 2026 with Appendix A
2. Contractor License Descriptions Final 6-1

CITY OF GREELEY, COLORADO
ORDINANCE NO. 39, 2026

**AN ORDINANCE AMENDING TITLE 22, CHAPTER 1 OF THE GREELEY
MUNICIPAL CODE RELATING TO CONTRACTOR LICENSES**

WHEREAS, the City of Greeley is a home rule municipality organized pursuant to Article XX, § 6 of the Colorado Constitution of the State of Colorado and the Home Rule Charter of the City of Greeley; and

WHEREAS, the City Council of the City of Greeley is charged with the responsibility of providing for the health, safety, and welfare of its residents; and

WHEREAS, the City finds that requiring contractor licenses will protect the citizens in the City of Greeley and ensure the quality of work to construct, repair or remodel homes and businesses; and

WHEREAS, adopting this Ordinance will require licenses for construction, repair, or remodel work including, but not limited to flat work, demolition, roofing, electrical, plumbing, mechanical, or gas pipe fitting work in the city; and

WHEREAS, City Council is enacting this Ordinance pursuant to the City of Greeley's home rule authority and the City's power to adopt regulations that safeguard and preserve the public health, safety, and welfare of the community.

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

Section 1. That Chapter 1, Master Heating, Air Conditioning and Gas Pipe Fitting Certification, of Title 22, Buildings and Construction, of the Greeley Municipal Code shall be amended to read as follows:

CHAPTER 1. CONTRACTOR LICENSES ~~MASTER HEATING, AIR CONDITIONING AND GAS PIPE FITTING CERTIFICATION~~

Sec. 22-1. Contractor license ~~Master heating, air conditioning and gas pipe fitting certification~~ required; exceptions ~~apprentices~~.

(a) A contractor that does ~~No person shall do~~ any construction, repair, or remodel work including, but not limited to flat work, demolition, roofing, electrical, plumbing, mechanical, heating, air conditioning or gas pipe fitting work in the city ~~until such person has reached the age of 21 years and shall~~ has obtained a license ~~certification~~ from the city.

(b) A contractor means any person, firm, partnership, corporation, association or organization, or any combination thereof, who undertakes work within the city to build, construct, alter, repair, add to, demolish or move any building or structure or supervise any work for which a license is required for a fixed sum, price, fee, percentage, trade-in-kind or other compensation.

(c) The following persons are not contractors within the meaning of this chapter:

(1) A person, who shall be known as an apprentice, may work in the trade without a license certification only under the direct supervision of a person who has obtained a license under this chapter certification as set forth in this chapter.

(2) Employees working for and under the supervision of a general contractor who obtained a license under this chapter.

(3) A homeowner who builds, constructs, alters, repairs, adds to, or demolishes any building or structure or any portion thereof that constitutes the owner's residence or a building or structure accessory thereto that is intended for the owner's personal use and not for the purpose of generating revenue. An owner may build one single-family dwelling without obtaining a contractor's license, provided the owner occupies the dwelling a minimum of two years after the certificate of occupancy is issued.

Sec. 22-2. Contractor license types and Master heating, air conditioning and gas pipe fitting certification requirements.

(a) Class A – General Contractor License.

(1) The Class A Licensee is authorized to construct, remodel, or repair any type of structure, addition or tenant finish in the City of Greeley.

(2) The ICC Exam is required.

(b) Class B – Building Contractor License.

(1) The Class B Licensee is authorized to construct, remodel, or repair any commercial buildings and single- or multi-family residential buildings not exceeding three stories in height in the City of Greeley. It is not permitted for Type IA or IIA construction.

(2) The ICC Exam is required.

(c) Class C – Residential Contractor License.

(1) The Class C Licensee is authorized to construct, remodel or repair one and two-family residences and accessory buildings in The City of Greeley.

(2) The ICC Exam is required.

(d) Class D License – Specialty Contractor License.

(1) The Class D license entitles the licensee to contract for labor or for labor and materials involving only one trade. A Class D licensee may be licensed to perform more than one specialty - Flat Work, Demolition, and Stucco and Siding.

(2) No exam is required for certification.

(e) Class E – Electrical Contractor License.

(1) The requirements for this license are in Chapter 11, Electrical Code, of this Title.

(f) Class M - Master Mechanical and Master Gas Pipe Fitter.

(1) Class M license authorizes the licensee to install, add to, alter, or repair warm air heating, venting, evaporative and refrigeration cooling, exhaust systems and their appurtenances, process piping, refrigeration systems, fuel gas piping, and related appurtenances.

(2) (a)-Certification requirements shall include passing both the International Code Council exams identified as the Master Mechanical (G29) and the Master Gas Pipe Fitter (G33).

(3) (b) Applicants in possession of a valid State of Colorado journey or master plumber license shall only be required to pass the International Code Council's Master Mechanical (G29) exam.

(4) (c)-Each applicant applying for the city licensure certification shall have a minimum of five years' direct, practical experience in the trade. Experience must be verifiable from previous

employers by affidavit, as required by the policies and procedures established by the building inspection division.

(g) Class P – Plumbing Contractor License.

(1) The requirements for this license are in Chapter 9, Plumbing Code, of this Title.

(h) Class R – Roofing License.

(1) The Class R License authorizes roofing and reroofing of single-family, multi-family, accessory and commercial units in the City of Greeley.

(2) The ICC Exam is required.

Sec. 22-3. Use of name by others prohibited.

No person who has obtained a license ~~this certification~~ shall allow such person's name to be used by another person or company, either for the purpose of obtaining permits or for doing business or work under the license ~~certification~~.

Sec. 22-4. Permit required. Work permitted; certification.

(a) A license ~~This certification~~ shall qualify the holder of the license certification to do the work allowed by the license type within the City of Greeley ~~gas piping, warm air heating and air cooling system work, and to maintain and repair existing facilities.~~ Contractors shall be licensed and in good standing prior to the issuance of a permit. A permit is required for each separate project. Application for permits shall be made on forms provided by the building inspection division and the required permit fee shall accompany each application.

(b) Any person who commences work for which a permit is required without first having obtained such permit shall be in violation of an administrative code violation and subject to the penalties as provided in chapter 10 of title 1 of this Code and in addition, shall be obligated to pay a permit fee equal to twice the regular permit fee.

Sec. 22-5. Name and address of certified person.

Every person licensed certified pursuant to this chapter shall notify the building inspections division of the address of such certified person's place of business and the name under which such business is carried on and shall give immediate notice to the building inspection division of any change in either.

Sec. 22-6. Work without a City license.

It is unlawful to complete work when a license is required within the City. A violation of this section is a misdemeanor offense, and, upon conviction thereof, shall be punished pursuant to chapter 9 of title 1 of this Code.

Sec. 22-7. Violation of stop work order.

It is unlawful to continue work after a stop work order has been issued. A violation of this section is a misdemeanor offense and, upon conviction thereof, shall be punished pursuant to chapter 9 of title 1 of this Code.

Sec. 22-8. Work when license is suspended or revoked.

It is unlawful to work in the City when a license is suspended or revoked. A violation of this section is a misdemeanor offense and, upon conviction thereof, shall be punished pursuant to chapter 9 of title 1 of this Code.

Sec. 22-96. ~~License Certification~~ suspension and revocation.

(a) The construction trades advisory and appeals board shall have the authority to suspend ~~and/or~~ revoke a ~~license certification pursuant to the authority set forth herein~~.

(1) The board shall be empowered to suspend a ~~license certification~~ for an ~~infraction or~~ violation of this Code, or the policies and procedures of the city, including, but not limited to, the following:

- a. Failure to obtain a permit prior to initiating work on a project;
- b. Creating a ~~hazardous~~ situation which endangers life ~~and/or~~ property;
- c. Failure to correct a written violation notice within the allotted time.

(2) The board shall be empowered to revoke a ~~license certification~~ for an ~~infraction or~~ violation of this Code, or the policies and procedures of the city, including, but not limited to, the following:

a. ~~Violation of section 22-2;~~

~~b. Creating a hazardous situation which endangers life and/or property;~~

~~be.~~ Second or subsequent violations of failure to obtain a permit prior to initiating work on a project, creating a hazardous situation which endangers life ~~and/or~~ property, or failure to correct a written violation notice within the allotted time after having been previously suspended for such violation.

(b) The chief building official shall send notice of the alleged violation ~~or infraction~~, as well as notice of the show-cause hearing, by email ~~and certified mailing~~ the same in writing to the ~~license certification~~ holder at the ~~license certificate~~ holder's last address of record.

(c) (1) A hearing to suspend or revoke a ~~license certification~~ shall be conducted by the board within 30 calendar days of the chief building official's written notice unless otherwise set by the board, but the date for such hearing shall not exceed 60 calendar days.

(2) The decision of the board may be appealed to the city council within 30 calendar days of the board's final decision by submitting a notice of appeal to the chief building official.

- a. The chief building official shall forward the appeal to the city council for consideration at the earliest practical time, but no later than 60 days following the submittal of the appeal.
- b. During the course of an appeal of a suspension or revocation, all work shall cease except that work necessary to correct a hazardous situation or correct a written violations notice.

Secs. 22-107 - 22-30. Reserved.

Section 2. That the existing sections of the Greeley Municipal Code to be amended in this Ordinance are attached hereto in Appendix A.

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

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____,
20__.**

**ATTEST
COLORADO**

THE CITY OF GREELEY,

**By: _____
City Clerk**

**By: _____
Mayor**

APPENDIX A
EXISTING CHAPTER 1 OF TITLE 22 OF THE
GREELEY MUNICIPAL CODE

**CHAPTER 1. MASTER HEATING, AIR CONDITIONING AND GAS PIPE FITTING
CERTIFICATION**

Sec. 22-1. Master heating, air conditioning and gas pipe fitting certification required; apprentices.

No person shall do any heating, air conditioning or gas pipe fitting work in the city until such person has reached the age of 21 years and has obtained certification from the city. A person, who shall be known as an apprentice, may work in the trade without a certification only under the direct supervision of a person who has obtained certification as set forth in this chapter.

Sec. 22-2. Master heating, air conditioning and gas pipe fitting certification requirements.

(a) Certification requirements shall include passing both the International Code Council exams identified as the Master Mechanical (G29) and the Master Gas Pipe Fitter (G33).

(b) Applicants in possession of a valid State of Colorado journey or master plumber license shall only be required to pass the International Code Council's Master Mechanical (G29) exam.

(c) Each applicant applying for the city certification shall have a minimum of five years' direct, practical experience in the trade. Experience must be verifiable from previous employers by affidavit, as required by the policies and procedures established by the building inspection division.

Sec. 22-3. Use of name by others prohibited.

No person who has obtained this certification shall allow such person's name to be used by another person, either for the purpose of obtaining permits or for doing business or work under the certification.

Sec. 22-4. Work permitted; certification.

This certification shall qualify the holder of the certification to do gas piping, warm air heating and air cooling system work, and to maintain and repair existing facilities.

Sec. 22-5. Name and address of certified person.

Every person certified pursuant to this chapter shall notify the building inspections division of the address of such certified person's place of business and the name under which such business is carried on and shall give immediate notice to the building inspection division of any change in either.

Sec. 22-6. Certification suspension and revocation.

(a) The construction trades advisory and appeals board shall have the authority to suspend and/or revoke a certification pursuant to the authority set forth herein.

(1) The board shall be empowered to suspend a certification for an infraction or violation of this Code, or the policies and procedures of the city, including, but not limited to, the following:

- a. Failure to obtain a permit prior to initiating work on a project;
- b. Creating a hazardous situation which endangers life and/or property;
- c. Failure to correct a written violation notice within the allotted time.

(2) The board shall be empowered to revoke a certification for an infraction or violation of this Code, or the policies and procedures of the city, including, but not limited to, the following:

- a. Violation of section 22-2;
- b. Creating a hazardous situation which endangers life and/or property;
- c. Second or subsequent violations of failure to obtain a permit prior to initiating work on a project, creating a hazardous situation which endangers life and/or property, or failure to correct a written violation notice within the allotted time after having been previously suspended for such violation.

(b) The chief building official shall send notice of the alleged violation or infraction, as well as notice of the show-cause hearing, by mailing the same in writing to the certification holder at the certificate holder's last address of record.

(c) (1) A hearing to suspend or revoke a certification shall be conducted by the board within 30 calendar days of the chief building official's written notice unless otherwise set by the board, but the date for such hearing shall not exceed 60 calendar days.

(2) The decision of the board may be appealed to the city council within 30 days of the board's final decision by submitting a notice of appeal to the chief building official.

- a. The chief building official shall forward the appeal to the city council for consideration at the earliest practical time, but no later than 60 days following the submittal of the appeal.
- b. During the course of an appeal of a suspension or revocation, all work shall cease except that work necessary to correct a hazardous situation or correct a written violations notice.

Secs. 22-7—22-30. Reserved

CLASS DESCRIPTIONS AND QUALIFICATIONS FOR GENERAL CONTRACTORS

- CLASS A:** A Class A General Contractor License holder is authorized to construct, remodel, or repair any type of structure, addition or tenant finish in the City of Greeley. ICC Exam Required
- CLASS B:** A Class B Building Contractor license holder is authorized to construct, remodel, or repair any commercial buildings and single- or multi-family residential buildings not exceeding three stories in height in the City of Greeley. Not permitted for Type IA or IIA construction ICC Exam Required
- CLASS C:** A Class C Residential Contractor License holder is authorized to construct, remodel or repair one and two-family residences and accessory buildings in The City of Greeley. ICC Exam Required
- CLASS D:** The Class D license entitles the licensee to contract for labor or for labor and materials involving only one trade. A Class D licensee may be licensed to perform more than one specialty. No Exam Required.
- Flat Work
 - Demolition
 - Stucco and Siding
- CLASS E:** Electrical. State of Colorado Electrical Master and Contractor License Required
- CLASS M:** Mechanical/Gas. The Class M Mechanical license entitles the licensee to install, add to, alter, or repair warm air heating, venting, evaporative and refrigeration cooling, exhaust systems and their appurtenances, process piping, refrigeration systems, fuel gas piping, and related appurtenances. ICC Master Mechanical and Gas Fitter Exams Required.
- CLASS P:** Plumbing. State of Colorado Plumbing Master and Contractor License Required
- CLASS R:** New and reroofing of Single- family, multi-family, accessory and commercial units in the City of Greeley. ICC Exam Required

LICENSE FEES:

Class A - \$200 (New) \$150 (Renewal) \$175 (Reinstate)

Class B - \$200 (New) \$150 (Renewal) \$175 (Reinstate)

Class C - \$200 (New) \$150 (Renewal) \$175 (Reinstate)

Class D - \$150 (New) \$100 (Renewal) \$125 (Reinstate)

Class E - No Fee (State Of Colorado)

Class P – No Fee (State of Colorado)

Class M - \$150 (New) \$100 (Renewal) \$125 (Reinstate)

Class R - \$150 (New) \$100 (Renewal) \$125 (Reinstate)

License will expire 60 days after the renewal date.

License can be Reinstated by contacting the building department.



Contractor License Checklist

Fill out and Submit Application on the [City of Greeley](http://www.cityofgreeley.com) website

- ☐ Complete the Contractor Application Online
- ☐ Attach a copy of an ICC Passed Exam (Class A, Class B, Class C, Class D, Class M, Class R)
-or-
- ☐ Attach a copy of State of Colorado Master's and Contractor's License
(Plumbing and Electrical License only)
- ☐ Copy of Liability Insurance
- ☐ Pay application Fee

The License will be reviewed and issued by the building department.

Contractor Licensing rules and Violations

A building permit submitted by any of the contractors listed in the **CLASS DESCRIPTIONS AND QUALIFICATIONS FOR GENERAL CONTRACTORS** must be licensed with The City of Greeley before a permit can be issued for construction.

If the contractor applying fails to obtain a contractor license and work continues without an issued permit there are violations that will be set in place.

- 1) Permit will not be issued until licensing requirements are met.
- 2) Chief Building Official can double the permit fees as described in the ordinance.
- 3) If contractor repeatedly violates a stop work order due to not obtain a contractor license, it will be brought to the Construction Trades Advisory and Appeals Board for further review.

All Contractor Licenses will be active for 3 years (matching the State of Colorado Requirements for licensing)

Contractors will receive email reminders when license is due for renewal. Then is a 60-day grace period from the last day of the three years to renew the license. Renewals will only require a review if any information has changed.

If contractor exceeds the 60-day grace period, they can request a reinstatement review.



Council Agenda Summary

July 7, 2026

Key Staff Contact: Kelli Johnson, Deputy City Manager of Community Vitality

Title:

Introduction and first reading of an ordinance amending Title 2, Chapter 10, Title 16, Chapter 1, and Title 20, Chapter 3 of the Greeley Municipal Code relating to references to City Hall

Summary:

Due to the relocation of City Hall to 1200 11th Avenue Greeley, certain references to City Hall in the Greeley Municipal Code are no longer relevant or accurate. The City Clerk's office is no longer housed within the new City Hall and the City no longer collects bills for water and sewer service at the Director of Finance's office. This ordinance updates the code to reflect current practices.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?
No Impact.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for July 21, 2026.

Attachments:

1. Ordinance No. 40, 2026 with Appendix A

CITY OF GREELEY, COLORADO
ORDINANCE NO. 40, 2026

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 10, TITLE 16, CHAPTER 1, AND
TITLE 20, CHAPTER 3 OF THE GREELEY MUNICIPAL CODE RELATING TO
REFERENCES TO CITY HALL**

WHEREAS, the City Council has designated 1200 11th Avenue, Greeley as City Hall; and

WHEREAS, the City Clerk's office is no longer housed within the new City Hall; and

WHEREAS, the City no longer collects bills for water and sewer service at the Director of Finance's office; and

WHEREAS, because of these changes, certain references to city hall in the Greeley Municipal Code are no longer relevant or accurate; and

WHEREAS, references to city hall in the Greeley Municipal Code shall be removed.

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

Section 1. That Section 2-552 of Chapter 10, Boards and Commissions, of Title 2, Administration and General Government, of the Greeley Municipal Code shall be amended to read as follows:

Sec. 2-553. - Powers and duties.

(a) Annually each board shall select from its membership appointed by the city council, a chair and vice chair, and establish its own rules of procedure not in conflict with the city Charter or laws and ordinances of the city.

(b) Each board may establish subcommittees or invite any number of nonvoting, ex officio members to participate in meetings or assist in carrying out its responsibilities.

(c) Proceedings shall be conducted in accordance with Robert's Rules of Order.

(d) With openness and accessibility being addressed in state law as well as council's goals, each board shall notify the public of meetings to be held by posting meeting notices prominently throughout the city's public website as well as in the ~~public lobby of city hall~~location designated by City Council for posting notice of meetings pursuant to C.R.S. § 24-6-302(C)(I). Additionally, records of board meetings and actions shall be open and accessible to the public pursuant to the Colorado Open Records Act.

Section 2. That Section 16-68 of Chapter 1, Traffic Code, of Title 16, Vehicles and Traffic, of the Greeley Municipal Code shall be amended to read as follows:

Sec. 16-68. - State department of public safety rules and regulations concerning minimum standards for the operation of commercial vehicles adopted.

(a) The State of Colorado Department of Public Safety Rules and Regulations Concerning Minimum Standards for the Operation of Commercial Vehicles, as amended, is adopted by reference for the city. These rules and regulations are published by the Department of Public Safety, State of Colorado, and a copy may be obtained by contacting the Colorado Department of Public Safety located in Denver, Colorado, at 700 Kipling Street #1000, Denver, CO 80215. Also, a copy is available for review and inspection at the city clerk's office ~~located in the city hall building in the city.~~

(b) Any person who violates a rule or regulation hereunder promulgated by the state department of public safety, and adopted by reference herein, as amended, by the city, commits a traffic offense and shall be fined pursuant to the municipal court's order, as amended, regarding the schedule of fines pursuant to section 2-992 and C.M.C.R. Rule 210(b)(5).

Section 3. That Section 20-330 of Chapter 3, Water and Sanitary Service, of Title 20, Public Works and Utilities, of the Greeley Municipal Code shall be amended to read as follows:

Sec. 20-330. - Due date; disconnection for nonpayment.

All bills for water and sewer are due and payable to the director of finance or to the City of Greeley ~~at the director's office in city hall~~ on the dates specified. If bills are not paid on or before the specified due date, including payment of reconnection charges as provided in sections 20-157 and 20-158, the city may disconnect water service until the delinquent bills are paid.

Section 3. That the existing sections of the Greeley Municipal Code to be amended in this Ordinance are attached hereto in Appendix A.

Section 4. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2026.

**ATTEST
COLORADO**

THE CITY OF GREELEY,

By: _____
City Clerk

By: _____
Mayor

APPENDIX A

EXISTING SECTIONS 16-68 AND 20-330 OF THE GREELEY MUNICIPAL CODE

Sec. 2-553. - Powers and duties.

- (a) Annually each board shall select from its membership appointed by the city council, a chair and vice chair, and establish its own rules of procedure not in conflict with the city Charter or laws and ordinances of the city.
- (b) Each board may establish subcommittees or invite any number of nonvoting, ex officio members to participate in meetings or assist in carrying out its responsibilities.
- (c) Proceedings shall be conducted in accordance with Robert's Rules of Order.
- (d) With openness and accessibility being addressed in state law as well as council's goals, each board shall notify the public of meetings to be held by posting meeting notices prominently throughout the city's public website as well as in the public lobby of city hall. Additionally, records of board meetings and actions shall be open and accessible to the public pursuant to the Colorado Open Records Act.

(Prior Code, § 2-10.1(b); Code 1994, § 2.30.020; Ord. No. 70, 2002, § 1, 12-17-2002; Ord. No. 18, 2023, app. A, 5-16-2023)

Sec. 16-68. State department of public safety rules and regulations concerning minimum standards for the operation of commercial vehicles adopted.

- (a) The State of Colorado Department of Public Safety Rules and Regulations Concerning Minimum Standards for the Operation of Commercial Vehicles, as amended, is adopted by reference for the city. These rules and regulations are published by the Department of Public Safety, State of Colorado, and a copy may be obtained by contacting the Colorado Department of Public Safety located in Denver, Colorado, at 700 Kipling Street #1000, Denver, CO 80215. Also, a copy is available for review and inspection at the city clerk's office located in the city hall building in the city.
- (b) Any person who violates a rule or regulation hereunder promulgated by the state department of public safety, and adopted by reference herein, as amended, by the city, commits a traffic offense and shall be fined pursuant to the municipal court's order, as amended, regarding the schedule of fines pursuant to section 2-992 and C.M.C.R. Rule 210(b)(5).

(Code 1994, § 11.01.235; Ord. No. 80, 1997, § 2, 12-16-1997; Ord. No. 24, 2006, § 1, 6-6-2006)

Sec. 20-330. Due date; disconnection for nonpayment.

All bills for water and sewer are due and payable to the director of finance at the director's office in city hall on the dates specified. If bills are not paid on or before the specified due date, including payment of reconnection charges as provided in sections 20-157 and 20-158, the city may disconnect water service until the delinquent bills are paid.

(Code 1994, § 14.12.170; Ord. No. 36, 2008, § 1, 8-19-2008; Ord. No. 39, 2019, exh. A, § 14.12.160, 9-17-2019)



Council Agenda Summary

Title:

Pulled Consent Agenda Items

Summary:

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



Council Agenda Summary

July 7, 2026

Key Staff Contact: Kimberly Southern, Assistant City Manager

Title:

Public hearing and second reading of an ordinance ratifying and adopting the Collective Bargaining Agreement between the Greeley Fire Fighters Union, International Association of Fire Fighters Local 888 and the City of Greeley, which agreement by its terms is for a period commencing January 1, 2027 through December 31, 2028

Summary:

The City of Greeley and the Greeley Fire fighters Union International Association of Firefighters Local 888 have negotiated a tentative agreement for a two-year contract for the period of January 1, 2027 to December 31, 2028. The terms and duration of the contract were developed collaboratively and took into account fiscal sustainability, market competitiveness, and equity of the City's entire employee workforce.

The highlights of the tentative agreement are summarized below:

- The Fire Department's current single-role EMT positions (Squad 101) were included within the bargaining unit.
- Article XII regarding Leaves has been amended to 1) increase Sick Leave accrual to 6.5 hours per pay period for shift personnel and 5.33 hours per pay period for day personnel, 2) Vacation Leave accrual begins upon hire, 3) Vacation, Sick, and Military Leave are considered time worked for overtime calculation purposes, and 4) Injury Leave was amended to better align with current City policy and Fire Fighter needs.
- Article XIII regarding wages has been amended to provide Fire Fighters wage increases of 4% in the first year and 4% in the second year and to move Battalion Chiefs to a competitive wage and non-exempt (hourly) status.
- Article XV regarding the Post Employment Health Plan was amended to provide a contribution by the City based upon a Fire Fighter's service to the City.
- Article XVIII regarding Health and Welfare was amended to provide 1) comprehensive medical exams and peer support, 2) revised Modified Duty provisions to align with current City policy and Fire Department needs, and 3) set line-of-duty death benefits at \$50,000.

The item was introduced at the June 16, 2026 Council Meeting and, by a majority vote of Council the public hearing and second reading were set for July 7, 2026.

The tentative agreement is presented to the City Council for its consideration and approval.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley Yes

If yes, what is the initial, or onetime impact? N/A

What is the annual impact? Annual increase in Cost:2027 - \$1.4M2028 - \$2.4MTotal Cost - \$3.8M

What fund of the City will provide Funding? General Fund

What is the source of revenue within the Fund? Sales Tax

Is there grant funding for this item? No

If yes, does this grant require a match? N/A

Is this grant onetime or ongoing? N/A

Legal Issues:

Per Article XIII of the Greeley Municipal Code, the firefighters shall have the right to collective bargaining. Additionally, the municipal code obligates both the City and the Firefighters to meet and negotiate in good faith. This obligation further includes the duty to cause any agreements to be reduced to a written contract and signed by both parties.

Other issues and Considerations:

None

Strategic Focus Area:

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

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

Decision Options:

1. Adopt the 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:

1. Ordinance No. 38, 2026 with Appendix A
2. Item - Presentation

**THE CITY OF GREELEY, COLORADO
ORDINANCE NO. 38, 2026**

**AN ORDINANCE RATIFYING AND ADOPTING THE COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE GREELEY FIREFIGHTERS UNION IAFF LOCAL
888 AND THE CITY OF GREELEY, COLORADO, WHICH AGREEMENT BY ITS
TERMS IS FOR A PERIOD COMMENCING JANUARY 1, 2027 THROUGH
DECEMBER 31, 2028**

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

Section 1. The City Council ratifies and adopts the Collective Bargaining Agreement between the City of Greeley and the Greeley Fire Fighters Union IAFF Local 888 which agreement by its terms is for the period commencing January 1, 2027 through and including December 31, 2028. A copy of the contract is attached hereto and incorporated herein as Appendix A.

Section 2. The ordinance shall become effective five (5) days after its final publication.

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF
_____, 2026.**

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Appendix A

COLLECTIVE BARGAINING AGREEMENT BETWEEN
GREELEY FIRE FIGHTERS UNION INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 888 AND
CITY OF GREELEY
JANUARY 1, 2027 - DECEMBER 31, 2028

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ARTICLE I

PREAMBLE

The purpose of this Agreement is to promote and ensure harmonious relations, cooperation, and understanding between the City of Greeley and members of the Greeley Fire Department who are represented by Local 888 of the International Association of Firefighters; and to provide a workable process for equitable and peaceful adjustments of differences which may arise concerning compensation, hours, working conditions, grievance procedures, collection of dues or fees, and other terms and conditions of employment.

ARTICLE II

RECOGNITION

The City of Greeley, hereinafter referred to as "City", recognizes Local 888, International Association of Fire Fighters, hereinafter referred to as "Union", as the exclusive bargaining agent for purposes of this Agreement. All sworn Fire Fighters of the Greeley Fire Department, except the ranks of Fire Chief, Deputy Chief, and Assistant Chief, shall be covered by this Agreement.

Whenever the term "shift personnel" is used, the reference applies to Fire Fighters assigned to work twenty four-hour shifts. Whenever the term "day personnel" is used, the reference applies to Fire Fighters assigned to work forty-hour work weeks.

ARTICLE III

NONDISCRIMINATION

There shall be no coercion, intimidation, or discrimination on the part of either the City, the Union, or their respective agents against any employee covered by this Agreement which would violate applicable laws because of age, race, creed, color, sex, ancestry, religion, national origin, or disability.

ARTICLE IV

RIGHTS OF MANAGEMENT

SECTION 1. Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of management, and that exercise of any such rights or functions shall not be subject to any grievance procedure, except as to resolution of whether or not a specific matter is a management right. The exercise of the rights of management will be consistent with the overall goals and objectives of City of Greeley and of the Fire Department administration. The below enumerated rights of management are not all-inclusive but indicate the type of matters or rights which belong or are inherent to management. Any of the rights, powers and authority the City had prior to entering into this Agreement are retained by the City, and nothing in this Agreement shall be construed as delegating to others

the authority vested by law in the corporate authority of the City and its duly elected or appointed officers or in any way abridging or reducing such authority or infringing upon the responsibility thereof to the people of this City, except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes:

- a) the determination of Fire Department mission and policy including the right to manage the affairs of the Fire Department in all respects;
- b) the right to assign working hours including overtime;
- c) the right to establish, modify, or change work schedules, staffing of equipment, amount of equipment in the main or reserve fleet, and number of personnel to carry out its mission, etc.;
- d) the right to assign Fire Fighters to other duties within the Fire Department when their equipment is out of service;
- e) the right to direct the members of the Fire Department, including the right to hire, promote, transfer, discipline, and discharge any Fire Fighter for just cause;
- f) the organizational structure of the Fire Department including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department and the determination of the job classifications and ranks based upon duties assigned;
- g) the determination of the safety, health, and property protection measures for the Fire Department;
- h) the allocation and assignment of work to Fire Fighters within the Fire Department;
- i) the determination of policy affecting the selection or training of new employees;
- j) the determination of policy affecting the on-going training and certification of Fire Fighters;
- k) the scheduling of operations;
- l) the establishment, amendment and enforcement of Fire Department rules, regulations, and orders;

m) the transfer of work from one position to another within the sworn Fire Fighter positions of the Greeley Fire Department;

n) the introduction of new, improved or different methods and techniques of operation of the Fire Department or a change in existing methods and techniques;

o) the placing of service, maintenance or other work with outside contractors or other agencies of the City;

p) the determination of the number of ranks and number of Fire Fighters within each rank;

q) the determination of the amount of supervision necessary;

r) the transfer of Fire Fighters from one division, shift or station to another.

SECTION 2. The provisions of this Agreement do not prohibit the City from directing any person not covered by this Agreement from performing any task.

SECTION 3. The City of Greeley has the authority to determine the purpose and mission of the Greeley Fire Department and the amount of budget adopted thereto.

ARTICLE V

LABOR MANAGEMENT COMMITTEE

SECTION 1. The City and the Union agree to establish a Labor Management Committee. The committee will consist of at least one and no more than four (4) representatives of the Union, as elected by Union members, with the same number of management representatives, as designated by the Fire Chief. The purpose of these meetings will be to discuss matters and objectives of mutual concern not involving grievances or specific employee disciplinary matters.

SECTION 2. Meetings will be scheduled every other month at times mutually agreed upon. By mutual consent meetings can be scheduled more frequently. If meetings are scheduled when a representative(s) is on duty, arrangements will be made to allow all such representative(s) to attend such meetings on duty time. Attendance at meetings scheduled when a representative(s) is not on duty is voluntary.

ARTICLE VI
UNION ACTIVITY AND COLLECTION OF DUES OR FEES

SECTION 1. The parties agree that membership in the Union will be on a voluntary basis on the part of each Fire Fighter. No Fire Fighter shall be required to become or remain a member of the Union as a condition of employment.

SECTION 2. Neither the City nor the Union, its officers, agents, representatives, or members will intimidate, interfere with, or coerce either Union or Non-Union Fire Fighters. Union activity or Union business of any kind can only be carried on during working hours with the written permission in advance from the Fire Chief. Failure of the City to enforce any of the provisions of this section, for any reason, on any one or more instances shall not be considered a waiver of any of its provisions.

SECTION 3. The City will accept a signed dues or fees deduction authorization, by any member of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of the bargaining unit in the amount of established monthly dues or fees required by the Union (certified by the Treasurer of the Local Union as the proper amount). Such authorization shall remain in effect unless revoked by the Fire Fighter in writing by sending written notification to the City with a copy of such notification sent to the Union.

SECTION 4. The deduction of Union dues or fees shall be made on each paycheck following the pay period in which the authorization was received. The deductions provided herein shall be remitted to the Treasurer of the Union no later than five working days following the payment date in which deductions were made and shall include all deductions made in that period. The City shall furnish, upon request of the Union Treasurer, a deduction listing.

SECTION 5. The City agrees to grant time off to one of the two principle officers, Union President or Union Secretary, to attend the monthly meetings of the Local. The Union agrees to give a minimum of seven (7) calendar days advance notice to the Fire Chief or the Chief's designee. This provision will only be allowed if the Department is not at the minimum staffing level at the time of the absence of the individual.

SECTION 6. The Union shall indemnify the City and hold it harmless against all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of, any action taken by the City for the purpose of complying with the provisions of this Agreement unless such loss or damage is intentionally caused or contributed to by the action of the City.

SECTION 7. The Union expressly herein agrees that it will not institute or participate in, except as a co-defendant or a co-plaintiff with the City, any claim, lawsuit, or other legal proceeding, challenging the language of this Agreement as being violated or void under law.

The Union further expressly herein agrees that in the event that any claim, lawsuit or legal proceeding is filed or commenced by any member or members of the Bargaining Unit, acting on their own personal behalf and not on behalf of the Union, challenging the language of this Article as being violative or void under law, the Union shall join with the City in defending, as a party defendant, the provisions and language of this Article. The City and the Union will pay their own defense costs in such a litigation.

ARTICLE VII

NO STRIKE CLAUSE

SECTION 1. During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members agree that so long as this Agreement or any written extension hereof is in effect, neither the bargaining representative nor the Fire Fighters nor any person acting in concert with them will cause, sanction, promote, or take part in any strike (economic, sympathy, unfair labor practice, or otherwise), walkout, sitdown, slowdown, stoppage of work, abnormal absenteeism, or withholding of services.

SECTION 2. Any employee who violates this provision shall be subject to disciplinary action, including discharge, and such action shall not be raised as a grievance or be subject to the arbitration provision of this Agreement.

SECTION 3. In the event of a strike in violation of this Agreement, the City shall have the right to permanently replace any employee on strike. In the event an employee is continued in employment after the termination of a strike in violation of this Agreement, such employee shall neither be entitled to any fringe benefit contained in this Agreement nor any accrual thereof during the period of such strike, nor shall the Fire Fighter, for the duration of the strike, accumulate seniority or length of service for any purpose under this Agreement.

SECTION 4. Claims or suits for damages filed by either party resulting from a violation of this Article shall not be subject to the mandatory arbitration provisions set forth in this agreement.

SECTION 5. In the event of violation of this Article by an official action of the Union, the City has the exclusive option to rescind this entire Agreement or any part thereof.

ARTICLE VIII

LAYOFF AND RECALL PROCEDURES

SECTION 1. For purposes of this Agreement, "continuous service" shall mean the period of continuous employment in the Fire Department from the most recent date of hire without a break or interruption; provided that any suspension for disciplinary purposes or absences on authorized leave without pay shall not constitute a break or interruption of service so long as it

does not exceed 30 calendar days. A list of Fire Fighters arranged in order of continuous service shall be made available for examination at the end of each calendar year. Where two or more Fire Fighters were appointed on the same date, their continuous service standing shall be determined in the order of their rank on the eligibility list from which they were hired.

SECTION 2. The City in its sole discretion shall determine whether layoffs are necessary.

Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, Fire Fighters will be laid off in accordance with their continuous service. Fire Fighter(s) with the least continuous service will be laid off first.

SECTION 3. No later than thirty (30) calendar days prior to the effective date of such a layoff, the City shall provide the Union a statement of the reasons necessitating the layoff. The individuals selected for layoff will be notified fourteen (14) calendar days before the actual layoff. The notice periods referenced by this section may run concurrently.

SECTION 4. In the event that positions with a higher classification than Firefighter are reduced in force, employees in such reduced classifications with the least continuous service in that classification shall be allowed to displace (bump) Fire Fighters in a lower classification. The salary for the Fire Fighter who has exercised bumping rights shall be reduced to the respective salary schedule. Fire Fighters shall be eligible to exercise bumping rights in reverse order of their length of service in the classification. The Fire Fighter exercising bumping rights shall maintain and continue to accrue seniority as though the reduction in force had not occurred.

SECTION 5. Fire Fighters who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, Fire Fighters who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

Fire Fighters recalled under this section shall not be required to take a written examination or participate in an oral interview but will be required to maintain certifications and may be required to successfully complete the medical screening and background portions of the screening process.

SECTION 6. Notice of recall for a Fire Fighter who is eligible for recall shall be sent to the Fire Fighter and the local president by registered mail. Fire Fighters must notify the Fire Chief of their intention to return to work within seven (7) calendar days after the notice of recall is mailed by the City. If the Fire Fighter fails to be available to return to work within fourteen (14) calendar days after notifying the Fire Chief of intent to return to work, the Fire Fighter shall be deemed to have resigned.

The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the Fire Fighter. It is the responsibility of the Fire Fighter to provide the Fire Chief with a current mailing address.

No new employees shall be hired into a classification until all employees who are on a lay-off status from that classification have been offered recall.

ARTICLE IX

GRIEVANCE PROCEDURE FOR AGREEMENT VIOLATIONS

SECTION 1. A grievance under this Agreement shall be confined to an alleged violation of any express provision of this Agreement except that a grievance of the provisions relating to promotions shall follow the grievance process under Article X. Any Fire Fighter or group of Fire Fighters may discuss any matter informally with their supervisor without invoking the formal grievance procedure provided for in this Article and are encouraged to resolve matters at the lowest level of supervision. No resolution reached via informal discussion may conflict with a term of the contract. Informal resolutions are not binding on the City or the Union.

SECTION 2. Except as otherwise stipulated, a grievant may, upon request, be represented at any level of the grievance procedure by a representative of the grievant, or by legal counsel. The time limit set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not appealed to the next step of the grievance procedure within the time limits provided at any step, such grievance shall be declared closed and settled on the basis of the most recent City decision.

In the event of failure to answer a grievance within the time limit provided, it shall be considered a denial and the grievant may appeal the grievance to the next step of the procedure in accordance with the time limitation specified. Extensions of time may be requested by either party, and must be mutually agreed upon by both parties. To be effective, any extension of time must be set forth in writing.

SECTION 3. A grievance must be initiated only by a grievant, it must be signed by all aggrieved Fire Fighters who are to be included in any resolution thereof. The grievant must reduce the entire grievance and all the reasons thereof to writing along with the provisions of this Agreement which are alleged to have been violated. The written grievance must be dated and signed by the grievant and submitted to the Deputy Chief, or the Deputy Chief's designee with a copy to the Fire Chief or the Chief's designee, the City's Attorney, and the City of Greeley Human Resources Director, and the local president within seven (7) calendar days of the date the grievant knew or should have known the facts which gave rise to the grievance.

SECTION 4. The Deputy Chief or the Deputy Chief's designee shall meet with the grievant in an effort to resolve the grievance within seven (7) calendar days after being presented with

the written grievance. The Deputy Chief or the Deputy Chief's designee must respond in writing to the grievant within seven (7) calendar days following the meeting with the grievant.

SECTION 5. If the grievance has not been satisfactorily resolved with the Deputy Chief, the grievant may appeal the decision to the Fire Chief or the Chief's designee in writing within seven (7) calendar days of receipt of the response of the Deputy Chief or the Deputy Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the Fire Chief or Chief's designee shall discuss the grievance with the grievant. The Fire Chief or Chief's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 6. If the grievance is not mutually resolved with the Fire Chief or the Chief's designee, the grievant may appeal the grievance in writing to the City Manager or the City Manager's designee in writing within seven (7) calendar days of receipt of the response from the Fire Chief or the Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the City Manager or the City Manager's designee shall discuss the grievance with the grievant. The City Manager or the City Manager's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 7. If the grievance is not mutually resolved with the City Manager, the Union president must give written notice of intent to seek final and binding arbitration to the City Manager within fourteen (14) calendar days. Within seven (7) calendar days of the written notice of intent to arbitrate, the parties shall attempt to select a neutral arbitrator to hear and determine the dispute. In the event the parties are unable to agree upon a neutral arbitrator, either party or its representative may refer the matter to the American Arbitration Association or the Federal Mediation and Conciliation Service to request a panel of seven (7) arbitrators and the parties shall choose the arbitrator in accordance with the rules of the respective association. The findings of the arbitrator shall be final and binding on all parties concerned.

SECTION 8. The Arbitrator will have the authority to hold hearings and make procedural rules.

SECTION 9. The findings of the Arbitrator shall be consistent with law and the terms of this Agreement. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement, nor shall the Arbitrator have jurisdiction to determine that the parties by practice or implication have amended or supplemented this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The Arbitrator shall be in power to determine only the issue raised by the grievance as submitted in writing by the grievant. The Arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The Arbitrator shall be without power to make recommendations contrary to or inconsistent with, in any way, applicable laws or rules and regulations of the administrative bodies that have the force and effect of law. The Arbitrator

shall not in any way limit or interfere with the powers, duties, and responsibilities of the City under law or applicable court decisions.

SECTION 10. The cost of any arbitration as well as the Arbitrator's fee shall be borne equally by the parties to the Agreement. Any legal representation or costs incurred by each party in preparing or presenting their case in arbitration shall be borne by the party incurring the expense.

SECTION 11. Either party may request a Certified Court Reporter to take a stenographic report of the evidence taken at an arbitration hearing. If such stenographic record is taken, a copy of the transcript shall be provided to the Arbitrator. The party requesting a stenographic record shall pay the cost thereof, except that if the other parties shall request a copy of any transcript, the parties shall share equally the entire cost of making the stenographic report.

SECTION 12. The number of days indicated at each level of the grievance procedure shall be considered as a maximum unless mutually extended by the parties.

SECTION 13. Anything in this Agreement to the contrary notwithstanding, the following matters are not subject to the grievance procedures of this Agreement:

- a) Any grievance which is not filed in accordance with the provisions of this Article or does not meet the definition of a grievance as set forth in this Article; or
- b) Any matter reserved solely to the Rights of Management or to the discretion of the City or the Fire Chief by the terms of this Agreement, except as to the resolution of whether or not a matter is a specific Right of Management; or
- c) Any matter which would require a change from the wages, rates of pay, hours, grievance procedure, working conditions, and all other terms and conditions of employment as set forth in this Agreement; or
- d) Any matter which is not covered by this Agreement; or
- e) Any matter covered by the City of Greeley Employee Handbook, the official Standard Operating Procedures of the Greeley Fire Department, State and Federal Statutes and Constitutional Provisions except to the extent that any such matter is addressed in the Agreement and the grievance alleges that the City has violated an express provision of this Agreement.

ARTICLE X
PROMOTION

A. PROMOTION

SECTION 1. Promotional Committee.

a) Purpose - It shall be the purpose of the Promotional Committee to establish, monitor and approve each testing procedure according to the guidelines of this Article.

b) Composition - The committee shall consist of an appointee of the Fire Chief, and an appointee of the Union. Appointees must be at least equal to the rank/grade for the position being tested for. The committee may use any other person agreed to by the committee members as necessary to carry out its purpose.

c) Functions of Committee - The committee is charged with preparing and finalizing specific tests and procedures for establishing a list of qualified candidates.

SECTION 2. Testing and Administration. Testing for promotions, shall be practical and adapted to determine the ability of applicants to perform the essential functions and duties of a particular position. At the discretion of the Fire Chief, testing for promotion may include a Chief interview panel. The composition of the panel will be determined by the Fire Chief. All applicants passing the written test (if administered) will be eligible for an interview and all interviews will be scored. As a part of the candidate's total aggregate promotion score, the interview score will constitute 45% for Officers (Lieutenant and Battalion Chief) and 10% for Engineers.

a) All approved components of the testing process shall be scored with the final score of applicants being an aggregate of all components.

b) All approved applicants shall be subjected to the same testing.

c) Any part or all of the testing or administration of any tests may be delegated or contracted by the Promotional Committee to appropriate parties other than the Promotional Committee.

SECTION 3. Notice. Notice of testing shall be posted at least ninety (90) days preceding the date of the first test for the position and shall include a description of the position, reference lists, testing components and procedures, feedback, and such other information as the Promotional Committee may deem pertinent. Notice of selection procedures will be included in the posting. All applications for testing shall be in writing on an approved form.

SECTION 4. Eligibility. Candidates for promotional examination must have the following qualifications:

a) For promotion to the rank of Fire Engineer, the candidate must have had a minimum of three (3) years' experience as a Firefighter at time of application deadline with the Greeley Fire Department.

b) For promotion to the rank of Fire Lieutenant, the candidate must have had a minimum of five (5) years' experience as a Firefighter and/or Engineer at time of application deadline with the Greeley Fire Department.

c) For promotion to the rank of Fire Battalion Chief, the candidate must have had a minimum of two (2) years' experience as a Fire Lieutenant at time of application deadline with the Greeley Fire Department.

SECTION 5. Test Results. The results of tests shall be placed in order of finish from highest to lowest of applicants and approved by the Promotional Committee for transmittal to the appointing authority. Candidates shall be ranked by the order of their aggregate test scores. Candidates with the same score shall be placed in the order of their seniority on the Greeley Fire Department.

SECTION 6. Selection. Applicant test results shall be posted (as described in Section 5 above) and promotional appointments covered under this agreement will be made in order of appearance on the posted promotional results.

SECTION 7. Feedback. Feedback will be provided to candidates following the promotional process in a format agreed upon by the Promotional Committee.

SECTION 8. Promotional Process for Ranks Not Listed in the Contract. For promotion to any rank not listed in this contract, input from the bargaining agent may be considered by the Fire Chief or the Fire Chief's designee.

B. GRIEVANCE PROCEDURE FOR PROMOTION

SECTION 1. A grievance under this Article shall be confined to an alleged violation of any express provision of this Article regarding promotional processes. Any Fire Fighter or group of Fire Fighters may discuss any matter with their supervisor without invoking the formal grievance procedure provided for in this Article and are encouraged to resolve matters at the lowest level of supervision.

SECTION 2. A grievant may, upon request, be represented at any level of the grievance procedure by a representative of the grievant, or by legal counsel. The time limit set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not

appealed to the next step of the grievance procedure within the time limits provided at any step, such grievance shall be declared closed and settled on the basis of the most recent City decision.

In the event of failure to answer a grievance within the time limit provided, it shall be considered a denial and the grievant may appeal the grievance to the next step of the procedure in accordance with the time limitation specified. Extensions of time may be requested by either party, and must be mutually agreed upon by both parties. To be effective, any extension of time must be set forth in writing.

SECTION 3. A grievance must be initiated only by a grievant, it must be signed by all aggrieved Fire Fighters who are to be included in any resolution thereof. The grievant must reduce the entire grievance and all the reasons thereof to writing along with the promotional issue which the grievant wishes to grieve. The written grievance must be dated and signed by the grievant and submitted to the Deputy Chief, or the Deputy Chief's designee with a copy to the Fire Chief or the Chief's designee within seven (7) calendar days of the date the grievant knew or should have known the facts which gave rise to the grievance.

SECTION 4. The Deputy Chief or the Deputy Chief's designee shall meet with the grievant in an effort to resolve the grievance within seven (7) calendar days after being presented with the written grievance. The Deputy Chief or the Deputy Chief's designee must respond in writing to the grievant within seven (7) calendar days following the meeting with the grievant.

SECTION 5. If the grievance has not been satisfactorily resolved with the Deputy Chief, the grievant may appeal the decision to the Fire Chief or the Chief's designee in writing within seven (7) calendar days of receipt of the response of the Deputy Chief or the Deputy Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the Fire Chief or Chief's designee shall discuss the grievance with the grievant. The Fire Chief or Chief's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 6. If the grievance is not mutually resolved with the Fire Chief or the Chief's designee, the grievant may appeal the grievance to the City Manager or the City Manager's designee in writing within seven (7) calendar days of receipt of the response from the Fire Chief or the Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the City Manager or the City Manager's designee shall discuss the grievance with the grievant. The City Manager or the City Manager's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 7. If the grievance is not mutually resolved with the City Manager or the City Manager's designee, the grievant may file an appeal to the Civil Service Commission, with a copy to the Fire Chief and to the Human Resources Director, within seven (7) calendar days of receipt of the response from the City Manager or the City Manager's designee. The Commission shall, within fourteen (14) calendar days of receipt of the written appeal, schedule a hearing on the

matter and within seven (7) calendar days of the hearing shall render its decision in writing to the appellant, which decision shall be final.

SECTION 8. The number of days indicated at each level of the grievance procedure shall be considered as a maximum unless mutually extended by the parties.

ARTICLE XI

WORK HOURS

SECTION 1. Shift personnel assigned to twenty-four (24) hour shifts shall continue to work in the three- platoon, twenty-four-hour shift. For the term of this agreement shift personnel assigned to a 28-day work cycle shall work nine or ten 24-hour shifts or a total of 216 or 240 hours per cycle. A shift will be considered 24 hours. A rotation shall be two consecutive shifts equaling 48-hours on duty, followed by four consecutive shifts equaling 96 hours off-duty.

SECTION 2. Shift personnel assigned to twenty-four (24)hour shift schedules shall normally commence work at 7:00 a.m. and continue through to 7:00 a.m. the following day.

By mutual agreement between the Fire Chief and the Union, alternative shift start times may be implemented on a temporary trial basis. Any such trial period shall be of a defined duration and subject to evaluation by both parties.

At the conclusion of any trial period, the parties shall meet and confer to evaluate the results and determine whether to maintain, modify, or discontinue the alternative start time. Absent mutual agreement the default 7:00 a.m. start time shall remain in effect.

SECTION 3. Day personnel who are assigned by the Fire Chief will work 40 hours per seven-day work week. The work week begins after midnight Wednesday and continues to and includes the second following Wednesday midnight.

SECTION 4. The pay dates will be bi-weekly.

SECTION 5. This Article is intended to identify the normal hours of work. It will not be construed as a guarantee of hours of work per day, per shift or of days of work per week or work cycle as it relates to time for training, emergency call back, transfers, light duty, Fire Department operations and/or other unusual circumstances that may arise.

ARTICLE XII
LEAVES

A. LEAVE ADMINISTRATION

SECTION 1. Fire Fighters will be paid at their regular base rate of pay for paid leave granted but in no case more than twenty-four (24) hours per shift for shift personnel or regularly scheduled hours missed for day personnel but in no case more than 80 hours in a two week period for day personnel. The rate for paid leave will be the Fire Fighter's regular, straight time rate of pay in effect for the Fire Fighter's regular job at the time the leave is taken.

SECTION 2. Time spent on vacation, holiday, or military leave will be considered as hours actually worked for purposes of calculating overtime. All other types of paid or unpaid leave will not be considered hours actually worked.

SECTION 3. Vacation, holiday, personal leave, and compensatory leave must be requested in advance and be approved before it can be taken. Vacation, holiday, personal leave, and compensatory leave will be scheduled at the discretion of the Fire Chief or the Chief's designee in accordance with departmental policy.

SECTION 4. Fire Fighters will not accrue vacation or holiday for any month during which they are on layoff, leave of absence, or other forms of unpaid status.

SECTION 5. A Fire Fighter who terminates for any reason will receive vacation, holiday, and compensatory pay for the actual amount accrued at the time of the separation from employment except that leave accruals are not prorated. The amount of payment for said vacation, holiday and compensatory leave will be calculated based on the Fire Fighter's regular, straight time hourly rate of pay in effect for the Fire Fighter's regular job on the Fire Fighter's last day of work.

SECTION 6. Seniority for Fire Fighters shall determine priority in selecting scheduled leave. Fire Fighters who were hired on the same date, will have their seniority determined by their hiring ranking.

B. VACATION

SECTION 1. Fire Fighters will accumulate vacation at the end of each pay cycle based on the following schedules:

Shift Personnel

<u>Time In</u> <u>Service</u>	<u>Hours per</u> <u>Pay Cycle</u>	<u>Annual</u> <u>Accrual Amount</u>
0 to 5 years	5.5	144 hours
6 to 10 years	6.5	168 hours
11 to 15 years	7.4	192 hours
16 to 20 years	8.3	216 hours
21 years and over	9.2	240 hours

Day Personnel

<u>Time In</u> <u>Service</u>	<u>Hours per</u> <u>Pay Cycle</u>	<u>Annual</u> <u>Accrual Amount</u>
0 to 5 years	3.7	96 hours
6 to 10 years	4.6	120 hours
11 to 15 years	5.5	144 hours
16 to 20 years	6.2	160 hours
21 years and over	6.5	168 hours

SECTION 2. The maximum vacation accrual for Shift personnel is 396 hours. The maximum vacation accrual for Day personnel is 280 hours. The City recognizes on occasion the Fire Fighter might not be able to use scheduled leave due to a Fire Department directed deployment or special assignment. At the discretion of the Fire Chief the Fire Fighter will be allowed to exceed the maximum vacation leave accrual for a reasonable period of time.

C. HOLIDAYS

SECTION 1. Shift personnel will accrue six (6) shifts (144 hours) of holiday leave each year in lieu of taking the actual holiday off. Fire Fighters who are placed in shift positions mid- year will accrue holiday leave on a pro-rated basis of twelve (12) hours per full calendar month worked. Accrual of the 12 holiday leave hours per month will begin in 2023 for 2024. The holiday leave may not be used during the year in which it was earned, but must be used in the following year.

SECTION 2. Day personnel will be granted 8 hours of holiday leave for each of the following holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February

Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	Granted January 1 of each year to be taken off at any time during the calendar year

If a holiday falls on a Fire Fighter's regularly scheduled workday which is greater than 8 hours, the difference can be taken in other available holiday, vacation leave or compensatory leave.

When an observed holiday falls on a Saturday, the preceding Friday will be taken as the holiday. When the holiday falls on Sunday, the next Monday will be taken as the holiday. When Christmas falls on Monday, that Monday and the following Tuesday will be observed as holidays. Day personnel may not elect to be paid for holiday hours in lieu of time off. A Fire Fighter may not take a holiday before it is earned.

SECTION 3. If day personnel are on some type of approved paid leave that encompasses an observed holiday, the holiday will count as a day of holiday leave, rather than as a day of vacation leave, sick leave, etc. If day personnel are on approved leave without pay that encompasses a holiday there is no holiday accrual.

SECTION 4. Fire Fighters cannot carry over unused holiday leave from one year to the next. Holiday leave time accrued for years 2024, 2025, and 2026 from the previous years 2023, 2024, and 2025, respectively, must be used by December 31st of each year. Any holiday leave time not used by December 31st of each year will be forfeited.

D. SICK LEAVE

SECTION 1. Shift personnel will accrue sick leave at the rate of 6.5 hours per pay cycle. Day personnel will accrue sick leave at the rate of 4.33 hours per pay cycle. Accruals will occur after each full pay cycle in which the Fire Fighter is in pay status. Shift personnel may accumulate a maximum 57 shifts (1368 hours) of sick leave. Day personnel may accumulate a maximum of 960 hours of sick leave.

SECTION 2. When Fire Fighters are absent due to an incapacitating illness or injury, or required medical, dental or optical examination for themselves, they will notify their supervisor

as soon as they know they will not be able to report to work. Appointments for non-emergency doctor, dental, or optical appointments must be scheduled on off-duty time unless approved in advance. The Fire Fighter will be paid at the regular straight time rate for each hour missed because of said absence to the extent the Fire Fighter has available sick leave.

SECTION 3. Sick leave may also be used by shift and day Personnel used for any reason found in C.R.S. §§ 8-13.3-404 and 8-13.3-405, as they may be amended from time to time. Routine childcare does not meet the requirements of this provision. The need for such leave will be subject to verification if so required by the Fire Chief or the Chief's designee.

SECTION 4. Fire Fighters whose illness requires sick leave in excess of their accumulated amount may be granted leave without pay, or be allowed to use accrued vacation, holiday leave, etc.

SECTION 5. A doctor's certificate or examination by a physician designated by the City may be required by the City as verification of illness. Any abuse of sick leave may be subject to disciplinary action. Fire Fighters returning to work after a major or potentially incapacitating illness must submit a doctor's written release before returning to duty.

E. PERSONAL LEAVE DAY

Once each year shift personnel may convert up to 24 hours of accrued sick leave to Personal Leave (Personal Leave Day). Once each year day personnel may convert up to 8 hours of accrued sick leave to Personal Leave (Personal Leave Day). Personal leave hours are to be scheduled in advance of the date to be taken. If a Fire Fighter chooses not to take Personal Leave, the Fire Fighter may carry the hours from one year to the next as sick leave up to the maximum accrual. Fire Fighters must request and use converted time in a calendar year prior to the end of the final pay period of the calendar year.

F. MATERNITY LEAVE

SECTION 1. When a Fire Fighter determines that she is pregnant, she will discuss with her doctor the continuance of her line firefighting position. The City reserves the right to require that the Fire Fighter consult a physician designated by the City to determine her physical ability to continue line firefighting duties. If it is determined by the City physician that the Fire Fighter is physically unable to perform line firefighter duties, but is determined to be capable of performing limited work assignments, the Fire Fighter will be scheduled to work under the conditions set forth by the physician, if such work is available and approved. The Fire Fighter may work in the limited work assignment until the birth of the child.

SECTION 2. A pregnant Fire Fighter must make a written request to her supervisor and the Fire Chief for maternity leave approximately thirty calendar days in advance of the

anticipated leave. A pregnant Fire Fighter will be expected to work as long as her doctor certifies that she is physically capable of performing line firefighting duties or limited work assignments.

SECTION 3. Accrued sick leave may be taken only for the length of time certified by her physician as medically necessary for the health of the Fire Fighter. Upon returning to work, the Fire Fighter will submit a doctor's slip to verify the requested number of sick leave days taken to be medically necessary. Sick leave days not certified by her physician for medical necessity will be charged to another type of leave.

SECTION 4. The City reserves the right to require a letter from the Fire Fighter's doctor at any time certifying the Fire Fighter's capability or incapability of physically performing job duties. When a Fire Fighter returns to work, she will be reinstated in her previous assigned position or a limited work assignment, if such limited work assignment is available and approved, at her previous wage rate or at the rate she would have received except for her leave.

G. INJURY LEAVE

SECTION 1. If a Fire Fighter has been disabled due to an on-the-job injury and is entitled to receive benefits under the Worker's Compensation Law of the State of Colorado for temporary partial disability or temporary total disability, work time missed will be charged as injury leave, upon approval of the designated Worker's Compensation Administrator.

SECTION 2. Injury leave will terminate after 90 occurrences or as it applies below:

- a) On the date a ruling of permanent disability is made;
- b) when the authorized treating physician releases the Fire Fighter to return to regular duties; or
- c) when the Fire Fighter reaches maximum medical improvement (MMI).

For purposes of this section an "occurrence" is defined as any approved or unapproved absence from a scheduled shift. Multiple instances of lost time occurring within a single calendar day shall be counted as one single occurrence.

SECTION 3. If prior to release for normal duties, it is determined by the authorized treating physician that the Fire Fighter is capable of working with restrictions, the Fire Fighter may return to work with a modified duty assignment under the conditions set forth by the authorized treating physician pursuant to Article XVIII, Section G. (Modified Duty) of this Agreement.

SECTION 4. Any modified duty assignment will be reviewed periodically. Its duration will be determined at the direction of the authorized treating physician and will be administered in accordance with Article XVIII, Section G. (Modified Duty) of this Agreement.

SECTION 5. A Fire Fighter who is injured while not on duty with the Greeley Fire Department will not be entitled to injury leave. Fire Fighters traveling to and from work and on unpaid meal breaks are not covered by Worker's Compensation if injured during those times. Fire Fighters travelling between assignment locations while on duty, including travel from station to station in their personal vehicle, are considered on duty.

H. MILITARY LEAVE

SECTION 1. A leave of absence of a maximum of fifteen calendar days per year shall be granted to Fire Fighters who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Written application for a military leave of absence must be made as soon as possible after receiving the military order. Fire Fighters will not be entitled to receive their regular wages while absent on military leave of absence. Upon the Fire Fighter's return to work, the appropriate paperwork detailing the pay received from the armed forces must be submitted. If the Fire Fighter's salary from the armed forces, exclusive of travel allowance, is less than the gross pay from the employer, the Fire Fighter will receive the difference for a period not to exceed fifteen days of training.

SECTION 2. If their work schedules are such that they conflict with the once a month weekend duty, Fire Fighters may use vacation leave or leave without pay to attend such duty. Normally, Fire Fighters will be able to schedule their monthly duty so that they can take it on their regular days off.

SECTION 3. Fire Fighters who enter the military service by draft, shall be granted a leave of absence without pay for that purpose, after the receipt of a written notice of such leave.

SECTION 4. Within 90 calendar days after the Fire Fighter's military service ends, the Fire Fighter will be reinstated in accordance with applicable provisions of the Selective Service and Training Act and any other applicable laws. The 90-day period may be extended upon approval of the Fire Chief and the City.

SECTION 5. To return to Greeley Fire Department employment, the Fire Fighter must make a written application within 90 calendar days of the Fire Fighter's discharge from military service. Failure to do so will result in resignation. The Fire Fighter will be subject to reexamination for fitness and may be required to successfully complete the medical screening and background portions of the screening process.

SECTION 6. If the Fire Fighter is found to be physically and mentally qualified to do so, the Fire Fighter may return to the classification previously held, at a wage rate the Fire Fighter would

have been earning except for the military service. If the Fire Fighter is not found to be able to perform the duties of the previous classification, the Fire Fighter may be placed in a different classification at an appropriate pay rate if such position is available, or terminated.

I. JURY DUTY

SECTION 1. When a Fire Fighter is called for jury duty at a time which conflicts with the regular work schedule, the Fire Fighter will be compensated for time lost from the job at the Fire Fighter's regular straight time rate. Jury duty may not be used in any instance when the Fire Fighter is a party in any fashion to the court action in question, unless the Fire Fighter's involvement arises as a result of the Fire Fighter's job duties or responsibilities.

SECTION 2. If scheduled for work, the Fire Fighter will be expected to report back to work within thirty minutes from the time the Fire Fighter is excused from jury duty.

SECTION 3. If a Fire Fighter is excused and does not serve on the jury, the Fire Fighter will be required to work the regular assigned shift.

SECTION 4. A Fire Fighter will be required to show evidence of jury duty upon request by the Fire Chief or the Fire Chief's designee.

J. ELECTION LEAVE

Fire Fighters are encouraged to vote in all elections. If Fire Fighters can vote before or after work, during their lunch hours, or through the absentee ballot alternative, they are encouraged to do so. If Fire Fighters cannot vote during these times, they will be given up to a maximum of two hours of election leave for the purpose of voting.

K. EMERGENCY LEAVE

The Fire Chief or the Chief's designee may grant up to forty (40) hours for day personnel and up to four (4) shifts for shift personnel for unforeseen emergency reasons which are beyond the employee's control to pre-plan. Such leave will be charged to vacation, holiday or compensatory leave accruals.

L. BEREAVEMENT LEAVE

SECTION 1. In the event of the death of a family member, the Fire Fighter may take up to two consecutive scheduled work shifts (48 hours) (three consecutive scheduled work days for day personnel) off with pay.

SECTION 2. For the purpose of bereavement leave, “family” is defined as spouse, civil union partner, child, parent, grandparent, grandchildren, brother, sister (this includes step, half and in-law relationships), aunt, uncle, niece, nephew, and first cousin.

SECTION 3. The Fire Chief may approve an additional two scheduled work shifts consecutive with the initial two shifts if the Fire Fighter needs more than two shifts off or the Fire Fighter may use other accrued leave or leave without pay, subject to the Fire Chief’s approval. For day personnel, the Fire Chief may approve an additional two scheduled work days consecutive with the initial three days if the Fire Fighter needs more than three days off or the Fire Fighter may use other accrued leave or leave without pay, subject to the Fire Chief’s approval.

M. LEAVE WITHOUT PAY

SECTION 1. Fire Fighters covered by this Agreement may request in writing a leave of absence from the Fire Chief, who may grant a leave of absence to the Fire Fighter, not to exceed ninety (90) calendar days. Upon written request, an extension of such leave of absence may be granted by the Fire Chief. Said extension shall not exceed an additional ninety (90) calendar days. An additional extended period of leave without pay cannot be requested until the Fire Fighter has been back at work for not less than twelve (12) months.

SECTION 2. Leave without pay will not be granted to allow the Fire Fighter to seek other employment or to accept remunerative employment elsewhere.

SECTION 3. As a condition to an extension of leave in excess of ninety (90) days being granted, the Fire Fighter may be required to waive all rights to immediate reinstatement to the same position the Fire Fighter had before the leave of absence was granted. The Fire Fighter will retain only the right to be appointed to the first vacancy for the position in which the Fire Fighter had been employed upon the termination of the leave.

SECTION 4. A Fire Fighter granted a leave of absence will continue to accrue leave and be eligible for benefits for only the first thirty (30) calendar days of leave without pay. A Fire Fighter must pay in advance to the City the full cost of insurance or other benefits requiring the payment of a cash premium, if the Fire Fighter wishes to retain such benefits after the thirty-day period. In the event the Fire Fighter does not desire to retain such benefits, a waiver releasing the City from any and all liability resulting from the discontinuance of such benefits must be signed by the Fire Fighter. The Fire Fighter must agree in writing to pay for any costs associated with resuming such benefit coverage and will be subject to the terms and conditions of benefit plans as they exist at the date of reinstatement.

N. FAMILY/MEDICAL LEAVE

All provisions of FMLA will be administered in accordance with the Family and Medical Leave City policy with detailed information available through the Human Resources Department.

ARTICLE XIII

WAGES

A. SALARY

SECTION 1. All Fire Fighter annual base pay will be established by adding together the following types of pay:

- Grade Pay
- ALS Pay (if applicable)
- Community Paramedic Pay (if applicable)
- Specialist Pay (if applicable)

SECTION 2. All types of pay will be calculated as a percentage of the ***Basis***. The Basis is the Firefighter I annual Grade Pay. During the term of this Agreement, Firefighter I Grade Pay will be the following:

- 2027 – \$114,004
- 2028 – \$118,564

SECTION 3. All other Grade Pay percentages will be calculated as defined below:

- Single Role EMS – 61%
- Firefighter Recruit – 70%
- Firefighter III – 80%
- Firefighter II – 90%
- Engineer – 111%
- Lieutenant – 122%
- Battalion Chief – 171%

SECTION 4. ALS Pay is for positions of Firefighter, Engineer, and Lieutenant that carry an EMT-Paramedic or EMT-Intermediate certification. Battalion Chiefs are not eligible for ALS pay. The ALS Pay is defined below:

- Paramedic – 8.5%
- EMT-Intermediate – 4.0%

Community Paramedic Pay is exclusively for the position of Single Rold EMS that carry a Community Paramedic certification. No position of Firefighter, Engineer, Lieutenant, or Battalion Chief are eligible for Community Paramedic Pay. Community Paramedic Pay is defined below:

- Community Paramedic Pay – 11.0%

SECTION 5. Specialist Pay is for positions of Firefighter, Engineer, Lieutenant, and Battalion Chief that are assigned as day personnel. Firefighters that are selected for the Firefighter Staff Specialist position will be moved to Firefighter I plus Specialist Pay during their assignment. When a Firefighter returns to a shift assignment, their pay will be adjusted to the grade based on their years of service minus Specialist Pay. The Specialist Pay is defined below:

- Specialist Pay – 6.0%

SECTION 6. Full base salaries for Fire Fighters covered by the Agreement for calendar year 2027 shall be set forth in Appendix A to this Agreement. Full base salaries for Fire Fighters covered by the Agreement for calendar year 2028 shall be set forth in Appendix B to this Agreement.

SECTION 7. Fire Engineers returning to 24 hour shifts from Engineer Staff Specialist positions shall displace the least senior Engineer (time in grade). The displaced Fire Engineer shall return to Firefighter I classification and will be placed at the number one position on the most current eligibility list for Fire Engineer. The displaced individual will remain at that position on any subsequent list until promoted.

SECTION 8. For Fire Fighters assigned to shift schedules, the regular hourly rate of pay shall be calculated by dividing the Fire Fighter's annual base salary by two thousand nine hundred twenty (2,920) hours. For Fire Fighters assigned to forty (40) hour workweek schedules, the regular hourly rate of pay shall be calculated by dividing the Fire Fighter's annual base salary by 2,080 hours.

SECTION 9. All new hire Fire Fighters will serve a probationary period of 12 months in which there is an opportunity for the supervisor to train, observe, and evaluate the employee. Probationary Fire Fighters do not have any appeal rights and may be demoted, laid off or terminated without cause at the discretion of the City.

SECTION 10. Fire Fighters will be eligible for a step increase every twelve (12) months upon satisfactorily completing all requirements. The time for performance appraisal will be based on the Fire Fighter's anniversary date.

B. OVERTIME PAY

SECTION 1. Fire Fighters who work twenty four-hour shifts shall be paid overtime for all time actually worked in excess of two hundred twelve (212) hours in the twenty-eight (28) day cycle. For Fire Fighters who work day schedules shall be paid overtime for all time actually worked in excess of forty (40) hours in a work week. Overtime will be calculated at one and one-half times the regular rate.

SECTION 2. This Article is intended to define the normal hours of work and to provide the basis for calculating overtime compensation. It shall not be construed as a guarantee of hours of work per day, per shift, per workweek, or per work cycle.

C. COMPENSATORY TIME

SECTION 1. At the request of the Fire Fighter, compensatory time will be given in lieu of pay when compensable hours exceed 216 during a scheduled 9 shift pay cycle or 240 during a scheduled 10 shift pay cycle. Such compensatory time will only be allowed for pro-rated hours spent in training assignments. A Fire Fighter may elect to receive compensatory time in lieu of pay for any eligible compensable hours, excluding operational staffing assignments. Eligible compensable hours may include training assignments, meetings, special event staffing, and other approved non-operational assignments.

If the Fire Fighter has actually worked over 212 hours in the work cycle, such compensatory time will be given at a rate of one and one-half (1.5) hours for each eligible compensable hour. If the Fire Fighter has worked fewer than 212 hours in the work cycle, compensatory time will accrue at a straight time rate for each eligible compensable hour.

SECTION 2. A Fire Fighter may accrue up to a maximum of 96, which may be carried over from one calendar year to the next. The Fire Fighter will be allowed to take the compensatory time off within a reasonable period of time, subject to operational needs and approval procedures consistent with Department policy.

ARTICLE XIV

ACTING PAY

SECTION 1. Shift personnel who are assigned to an acting position (Engineer, Lieutenant, or Battalion Chief) will receive one hour of their existing straight time rate for serving in an acting position for 1-12 hours. If shift personnel work beyond 12 hours in a 24 hour shift, they will receive two hours of their existing straight time rate for serving in an acting position. The maximum amount of acting pay will be 2 hours per 24 hour shift.

SECTION 2. Fire Fighters who are assigned to acting Day Staff positions (Firefighter Staff Specialist, Engineer Staff Specialist, Fire Lieutenant Specialist, or Battalion Chief Specialist) will

receive one half hour (0.5) at time and one-half of their existing day shift straight time rate for every day spent in an acting position.

SECTION 3. After completing six consecutive months (60 shifts) in a temporary acting position (Engineer, Lieutenant or Battalion Chief) the Fire Fighters who are assigned by the Fire Chief or the Chief's designee, to an acting position will receive pay at the current entry level pay of the position being filled.

ARTICLE XV

POST EMPLOYMENT HEALTH PLAN

Fire Fighters shall be required to contribute annually to a Post Employment Health Plan (PEHP) or similar retirement savings plan in accordance with the terms and conditions of the plan's participation agreement as approved by the membership. The City agrees to deduct the contribution from the biweekly paycheck of each Fire Fighter. The Union agrees that the City will not be responsible for administrative or other fees or costs associated with administration of the plan.

The City shall contribute to the Fire Fighter's PEHP based on years of with the Greeley Fire Department as a Fire Fighter based on the following schedule:

Years of Service	Percent of Contribution
0-10.99 years of service	1.00% of Fire Fighter Recruit Grade Pay
11-20.99 years of service	1.50% of Fire Fighter Recruit Grade Pay
21 years of service until retirement	1.75% of Fire Fighter Recruit Grade Pay

ARTICLE XVI

EMERGENCY CALL BACK

SECTION 1. In an emergency situation, Greeley Fire Department personnel may be called back to duty at any time. During a non-emergency situation, personnel may be called back to duty to relieve personnel who need to respond on a special detail such as hazardous materials responses, dive-rescue requests, arson investigations, and the like.

SECTION 2. While an employee may decline the request for call back, if the situation becomes urgent, the employee may be required to accept the assignment.

SECTION 3. The Fire Fighter in Command during situations requiring call back shall be responsible for selecting the qualified employees; e.g. dive rescue team member, hazardous materials team member, arson investigator, etc. When Command has the option, employees to be called back will be chosen so they are not on duty on the next shift.

SECTION 4. All employees called back to duty shall begin earning compensation at the time they report in at their regular assigned station. Employees will be paid at the rate of one and one half times their regular hourly rate, for a minimum of one hour, and for all time worked over one hour until released from duty by Command.

SECTION 5. Battalion Chiefs are eligible to receive additional compensation for State or Federal reimbursable deployments. Additional compensation will be subject to the State and/or Federal guidelines established for such deployments.

ARTICLE XVII

HOLIDAY/VACATION SELL BACK

SECTION 1. Two times each calendar year shift personnel may elect to sell back to the City up to a combined maximum of 2 ½ shifts (60 hours) per year of holiday and/or vacation leave. Fire Fighters must have at least two (2) years of service and a balance of 7 ½ shifts (180 hours) of holiday and/or vacation in order to qualify for holiday/vacation sell back. Increments of ½ shifts (12 hours) must be used. The holiday and/or vacation leave will be paid by the City at the Fire Fighter's regular rate of pay.

SECTION 2. Two times each calendar year day personnel may elect to sell back to the City up to a combined maximum of five (5) days (40 hours) per year of vacation leave. Fire Fighters must have at least two (2) years of service and a balance of ten (10) days (80 hours) of vacation leave in order to qualify for vacation sell back. Increments of four (4) hours must be used. The vacation leave will be paid by the City at the Fire Fighter's regular rate of pay.

SECTION 3. Fire Fighters must submit their request in the enterprise system prior to the last payroll period of the calendar year.

ARTICLE XVIII

HEALTH AND WELFARE

A. Health Insurance Contribution.

The City agrees to provide Fire Fighters with a health insurance plan substantially equivalent to that provided to City of Greeley employees. The City contribution for health coverage will be 80% for family coverage and 80% for single coverage. The City reserves the right to provide this insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City on the plan document.

B. Dental Assistance Contribution.

The City agrees to provide the Fire Fighters with a dental assistance plan substantially equivalent to that provided to City of Greeley employees. The City reserves the right to provide this dental insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. It is understood that the plan is subject to the rules and regulations of the insurance carrier on the plan document.

C. Retirement Health, Dental, and Vision

Fire Fighters that retire from the City of Greeley are eligible to continue to participate in the City of Greeley health, dental, and vision insurance plans until the age of 65 or retiree reaches age of eligibility for Medicare. Enrollment in the health, dental, and vision plans is required at the time of retirement and the employee will be responsible for paying the full cost of the benefits. Details about continuation of benefits upon retirement are available from the Human Resources Department. The Fire Fighter must meet one of the following requirements to be eligible for this benefit as outlined below.

- Between the ages of 55 and 65 (or age of Medicare eligibility) with 10 or more continuous years of service
- Meets the Fire and Police Pension Association of Colorado ("FPPA") 'Rule of 80' for retirement eligibility

D. Life Insurance Contribution.

The City agrees to provide Fire Fighters with one and one half (1 ½) times annual salary life insurance with Accidental Death and Dismemberment. The City will continue to provide the current level of coverage for dependents. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. It is understood that the life insurance plan is subject to the rules and regulations of the insurance carrier.

E. Physical Examinations and Health Maintenance.

Section 1. Annual Physicals. The City shall provide and pay for an annual comprehensive occupational medical physical for all members. These physicals shall be performed by a provider specializing in first responder health (equivalent to Frontline Mobile Health standards) and shall be conducted during the member's regular duty hours or compensated as overtime if conducted off duty. To ensure the long-term viability of these benefits, both the City and the Union agree to a review of the program's financial impact during contract negotiations.

Section 2. Scope of Clinical Screening. At a minimum, the annual health screening shall include:

a) Comprehensive Cardiovascular Evaluation: To include 12-lead EKG, stress testing where clinically indicated, and advanced lipid paneling to identify early markers of heart disease.

b) Cancer & Early Detection Screening: Comprehensive blood chemistry (including PSA for males and relevant markers for females) and targeted ultrasound or imaging for early detection of occupational cancers common in the fire service.

c) Comprehensive Blood Diagnostics: Advanced metabolic panels, heavy metal screening, and infectious disease titers.

d) Fitness for Duty Assessment: Evaluation of aerobic capacity and musculoskeletal health relative to the NFPA 1582 standard.

Section 3. The city and the Union shall maintain the flexibility, upon mutual agreement, to incorporate emerging diagnostic tests, new blood markers, or advanced imaging technologies into the annual screening protocol as they become the industry standard for first responder health.

Section 4. Privacy of Results. All medical results shall remain strictly confidential between the member and the medical provider. The Department shall only receive a "Fit for Duty" or "Fit with Restrictions" notification.

F. Physical Examination.

Any physical examination or fitness-for-duty examination required of Fire Fighters by the City shall be at City's expense and the results thereof shall be submitted to the City. Upon request, Fire Fighters shall be afforded an opportunity to review the results. The above shall not be construed to include examinations for work-related injuries or illnesses covered by the worker's compensation program.

G. Modified Duty.

SECTION 1. GENERAL PROVISIONS

A modified duty assignment allows firefighters to return to work in a capacity that suits their limitations when an authorized physician or the Employee's healthcare provider certifies their inability to perform all the essential functions of their job due to an on-the-job or off-the-job injury or illness.

Modified duty assignments will be made based on availability, as deemed necessary to the operation of the Department, and at the discretion of the Fire Chief. Firefighters are not guaranteed placement in a modified duty assignment. In the event a modified duty assignment

is made, the Fire Chief will make reasonable efforts to assign the injured firefighter within the Fire Department.

The Firefighter is responsible for ensuring that any medical information required by the Department is provided promptly upon request, including follow-up information, satisfactory clarification, and updates. Modified duty may be denied or canceled, and the Employee may be subject to disciplinary action for failure to undergo a medical examination or provide requested information.

Consistent with the recommendations of the Authorized Treating Physician and operational needs of the Department, firefighters on modified duty may be provided reasonable on-duty time for approved rehabilitation and return-to-work activities.

SECTION 2. ON DUTY INJURY OR ILLNESS

Firefighters with an on-the-job injury or illness shall be required to work in a modified duty position if approved by the Authorized treating physician and if such position is available as determined at the discretion of the Fire Chief. An approved documentation form stating the restrictions while on modified duty and an estimated length of time for modified duty shall be required.

SECTION 3. OFF-DUTY INJURY OR ILLNESS

Firefighters with an off-duty injury or illness may request modified duty. The requesting Firefighter will be placed in a modified duty position if such a position is available based on the organizational needs of the Department as determined at the discretion of the Fire Chief. The healthcare provider must provide an approved documentation form to the Department stating the Employee's restrictions while on modified duty and an estimated length of time for modified duty. Priority for modified duty assignments will be given to firefighters that sustain an on-the-job injury or illness. Employees should coordinate with their supervisors to flex schedules for appointments within their modified duty assignments. Otherwise, personal leave may be required to attend these appointments.

SECTION 4. LENGTH OF MODIFIED DUTY

A modified duty assignment is limited to a maximum of twelve (12) continuous months from the date the firefighter is approved for a modified duty assignment. Releases to perform regular job duties with no restrictions of less than thirty (30) calendar days will not disrupt the continuous period. However, a Firefighter who is not released to perform regular job duties with no restrictions within the twelve-month continuous period may apply to the Fire Chief or designee to extend their modified duty assignment for up to six (6) additional months. The decision of whether to grant or deny the extension request is at the discretion of the Fire Chief or designee. Firefighters with a modified duty assignment that extends beyond twelve months

may request a leave of absence, apply for other open positions within the City, seek applicable retirement options, or be laid off.

SECTION 5. RETURN TO REGULAR DUTY

Prior to returning to regular duty from a modified duty assignment or work restrictions, the firefighter will be required to obtain and present certification from the Authorized treating physician or the firefighter's treating provider stating that the firefighter is able to return to regular duty and perform the essential functions of the position. The certification completed by the physician / provider will be on a form approved by the Labor Management Committee. The fitness-for-duty certification will relate only to the particular health condition that resulted in the firefighter's need for leave or modified duty assignment.

H. Line of Duty Death.

If a Fire Fighter is killed in the line of duty, the City shall pay fifty thousand dollars (\$50,000.00) to the Fire Fighter's estate. A death shall be considered to have occurred in the line of duty if the death is determined to be as such pursuant to C.R.S. § 24-33.5-122(4)(a)(I).

If a Fire Fighter is killed in the line of duty, the City shall pay the health insurance premium for the twelve (12) months of COBRA coverage for a surviving spouse and eligible dependents of the Fire Fighter enrolled in the city's health insurance plan at the time of the line of duty death.

I. Tuition Assistance.

The City agrees to provide Fire Fighters with a tuition assistance plan substantially equivalent to that provided to City of Greeley employees.

J. Uniforms and Equipment.

SECTION 1. Upon employment the City shall provide the initial issue of uniforms to each Fire Fighter as designated by the Fire Chief. All primary and back-up protective clothing or protective devices required of employees in the judgment of the Fire Chief, in the performance of their duties, shall be furnished without cost to Fire Fighters. Every attempt will be made to provide gear that has been sized to the Fire Fighter.

SECTION 2. The City shall replace, as needed, and shall provide facilities or programs to maintain, repair and clean uniforms issued by the Fire Department.

SECTION 3. All uniforms, protective clothing and protective devices damaged in the line of duty, shall be replaced by the City without cost to the employee, when necessary in the judgment of the Fire Chief and his/her designee.

SECTION 4. All uniform, clothing, protective gear and devices damaged or lost through neglect or employee carelessness shall be replaced at the expense of the employee.

K. Peer Support and Behavioral Health.

The Union and the City agree to jointly develop, implement, and maintain a Peer Support and Behavioral Health Program for the benefit of all Fire Fighters. The program shall operate as a collaborative labor-management effort consisting of members representative of the Department workforce. The City agrees to provide reasonable support and resources necessary for the development and ongoing operation of the program, including training and participation on duty time.

The parties further agree that the program is intended to provide confidential, non-disciplinary assistance and to serve as a bridge to professional care. The City shall ensure access to external, licensed behavioral health professionals with experience in treating fire service personnel, available for confidential consultation, assessment, and referral. Participation in the program shall be voluntary, and the specific structure, procedures, and administration shall be established and maintained through Department policy developed collaboratively between the City and the Union.

ARTICLE XIX

PENSION

The City will deduct appropriate contributions from the wages of each Fire Fighter, and will make contributions to the pension plan of each Fire Fighter, as required by the Colorado Fire and Police Pension Association.

In the event a Fire Fighter has elected to enter the deferred retirement option plan (DROP) with FPPA, the City shall continue to contribute the employer's contributions of such Fire Fighter's pension plan to FPPA. This shall apply to Fire Fighters who enter the DROP before the effective date of this Agreement. The process and guidelines for these contributions will be determined by the retiring Fire Fighter's FPPA DROP affiliation agreement.

ARTICLE XX

DEATH AND DISABILITY

The City will pay the full amount of the premiums charged for the statewide death and disability plan for Fire Fighters.

ARTICLE XXI

STAFFING

SECTION 1. The City and the Union recognize the goal of the Greeley Fire Department is to provide the citizens a high level of service while maintaining the safety of its Fire Fighters. Without abrogating or limiting the management rights set forth in Article IV it is the Parties' goal to staff as follows:

- a) Each Engine Company should have an assignment of four (4) with a minimum of three (3) line personnel.
- b) Each Support Company (Ladder/Truck/Rescue) should have a minimum of four (4) line personnel; and
- c) Each Battalion should have a minimum of two (2) Battalion Chiefs per shift.

SECTION 2. The City will engage in good faith efforts to meet these levels for the term of the 2024-2026 Collective Bargaining Agreement between the Parties. However, the City retains discretion to change staffing to meet City needs. When the City decides that a change to the staffing levels identified above is necessary, the City will meet with the Union to discuss why those changes are necessary and receive feedback from Union representatives prior to making those changes. When the conditions that cause a reduction in staffing are financial in nature, an evaluation of how and if staffing levels can be restored to the levels identified above shall be performed in conjunction with the Union.

ARTICLE XXII

SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, and regulations of the United States of America and the State of Colorado, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened. This thirty (30) day time period may be extended at the mutual Agreement of the City and the Union.

SECTION 2. In addition to the provisions of Section 1 of this article, the parties recognize that Article X, Section 20 of the Colorado Constitution presents unknown and inexact requirements and limitations upon the economic decisions and budgetary requirements of the City.

Rather than force a legislative or judicial declaration of invalidity of any of the terms and conditions of this Agreement for violation of the limitations of Article X, Section 20, the parties agree to open further collective bargaining for any and all of the terms of this Agreement that may prospectively violate Article X, Section 20 of the Colorado Constitution.

Determination of whether or not any of the terms and conditions of this Agreement exceed the limitations imposed by Article X, Section 20 of the Colorado Constitution, shall be determined by the appropriate officials of the City. The determination shall be reduced to writing, specifically citing the nature and extent of the prospective violation by any existing term or condition of this Agreement.

ARTICLE XXIII

DURATION

SECTION 1. This agreement shall be effective January 1, 2027 and shall continue to and include December 31, 2028. This contract is subject to appropriation and availability of City funds on an annual basis.

SECTION 2. Agreement shall continue for the duration of the contract. This Agreement shall then automatically continue from year to year for successive terms of one (1) year each unless the City or the Union shall give to the other written notice of request for collective bargaining no later than March 1 of the year the contract expires stating its desire to modify or terminate this Agreement.

SECTION 3. When changes in the Agreement are proposed and subsequently agreed upon, they shall be reduced to writing and signed by both parties.

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CITY OF GREELEY, COLORADO

**GREELEY FIRE FIGHTERS UNION
IAFF LOCAL 888**

By: _____
Brian McBroom
City Manager

By: _____
Billy Ferguson
President

APPROVED AS TO AVAILABILITY OF FUNDS:

By _____
Kirk Jones
Director of Finance

APPROVED AS TO LEGAL FORM:

By: _____
Stacey Aurzada
City Attorney

Appendix A

Wage Table - 2027

Increase from 2026	4.00%	2027		
Grade Pay	Basis	Annual	Shift Hourly	Day Hourly
Single Role EMS	61.0%	\$69,542		\$33.43
Firefighter Recruit	70.0%	\$79,803	\$27.33	\$38.37
Firefighter III	80.0%	\$91,203	\$31.23	\$43.85
Firefighter II	90.0%	\$102,604	\$35.14	\$49.33
Firefighter I (Basis)	100.0%	\$114,004	\$39.04	\$54.81
Engineer	111.0%	\$126,544	\$43.34	\$60.84
Lieutenant	122.0%	\$139,085	\$47.63	\$66.87
Battalion Chief	171.0%	\$194,947	\$66.76	\$92.72
ALS & Specialist Pay	Basis	Annual	Shift Hourly	Day Hourly
EMT-Intermediate	4.0%	\$4,560	\$1.56	\$2.19
EMT-Paramedic	8.5%	\$9,690	\$3.33	\$4.66
Community Paramedic	11.0%	\$12,540		\$6.03
Specialist	6.0%	\$6,840		\$3.29

Firefighter Grade Pay Steps

Firefighter Recruit: 0 – 12 months service
 Firefighter III: 13 – 24 months service
 Firefighter II: 25 – 36 months service
 Firefighter I: 37+ months service

*Appendix A Wage Schedule will go into effect January 1, 2027

Appendix B

Wage Table 2028

Increase from 2027	4.00%	2028		
Grade Pay	Basis	Annual	Shift Hourly	Day Hourly
Single Role EMS	61.0%	\$72,324		\$34.77
Firefighter Recruit	70.0%	\$82,595	\$28.42	\$39.90
Firefighter III	80.0%	\$94,851	\$32.48	\$42.66
Firefighter II	90.0%	\$106,708	\$36.54	\$46.43
Firefighter I (Basis)	100.0%	\$118,564	\$40.60	\$50.19
Engineer	111.0%	\$131,606	\$45.04	\$55.71
Lieutenant	122.0%	\$144,648	\$49.54	\$69.54
Battalion Chief	171.0%	\$202,745	\$69.43	\$97.47
ALS & Specialist Pay	Basis	Annual	Shift Hourly	Day Hourly
EMT-Intermediate	4.0%	\$4,,743	\$1.63	\$2.28
EMT-Paramedic	8.5%	\$10,078	\$3.46	\$4.85
Community Paramedic	11.0%	\$13,042		\$6.27
Specialist	6.0%	\$7,114		\$3.42

Firefighter Grade Pay Steps

Firefighter Recruit: 0 – 12 months service
 Firefighter III: 13 – 24 months service
 Firefighter II: 25 – 36 months service
 Firefighter I: 37+ months service

*Appendix B Wage Schedule will go into effect December 30, 2027



Secure Communities

City Council Update 2026 L888 Negotiations

Kimberly Southern, Assistant City Manager

Kimberly.Southern@greeleygov.com

City Council Meeting – July 7, 2026



Agenda

- Negotiating Teams
- Highlights
- Tentative Agreements
- Financial
- Cost Neutral

Negotiating Teams

City Management Team

Negotiation team:

- Deputy Chief Chris Ellmer
- Ned Chapin, Assistant City Attorney II
- Nathan Mosely, Budget & Policy Director
- Kimberly Southern, Assistant City Manager – City Lead
- Brent Case, Outside Council

Support team:

- Deedra Severin, Human Resources Deputy Director
- Halle Kemp, HR Business Partner II – Public Safety
- Kim Priddy, Performance and Data Analytics Director

L888 Team

- David Hickle, L888 Lead & Secretary
- Billy Furguson, President
- Blake Weishel, Vice President
- John Forster, Committee Member
- Dave Mancuso, Committee Member
- Naomi Perera, Outside Council



Recap and Highlights

- The formal bargaining period began April 6, 2026 and tentative agreement was reached May 18, 2026
- Priorities of the negotiation teams was to maintain comparative compensation in the market, as well as fund a PEHP match with a continued investment in the mental health and physical wellbeing
- IBB process – transition the negotiation process to better engender trust between City Management and L888
- With City Council approval, we will move forward with this proposed contract



Tentative Agreements – Financial Details

Wages and Contributions – \$3.8 Million / 2 year contract Terms

Battalion Chief Wage Increase – (move to 171% of Basis)	Year 1: 22.5%, Year 2: 4% = 600k
Firefighter Wage Increase	Year 1: 4%, Year 2: 4% = \$2.7M
Matching PEHP Contribution (At Firefighter 4)	\$260k
FLSA Eligibility – Vacation, Holiday and Military Leave	\$260k/2 years
Increase of Comp Time to 96 hours	
Line of Duty Death Benefit	\$50,000 paid to estate of the deceased (unbudgeted)

Tentative Agreements – Cost Neutral Details

Additional Agreements (no cost or already budgeted)

Wellness and Mental Health Screenings	Already in ongoing budget (\$230k)
Addition of Single-role Community Paramedic / EMT (Squad 101) to Bargaining Unit	Negligible cost
Vacation Time – accrual begins upon employment	Negligible cost
BC move from Exempt to Non-Exempt status	Already in ongoing budget (\$?). (Note: with this move, BCs lose access to 120 hours of comp time)
Continuation of City Contribution to pension fund during deferred retirement (Drop Affiliation)	Already in ongoing budget (\$?)
Sick Accrual for all employees at 6.5 hours/pay period	Administrative cost only

Questions





Council Agenda Summary

July 7, 2026

Key Staff Contact: Kelli Johnson, Deputy City Manager of Community Vitality

Title:

Resolution of the City Council of the City of Greeley, Colorado, reaffirming the City's commitment to the construction of a new City Hall as part of the Civic Campus Project and affirming the City's intent to issue Certificates of Participation in a principal amount sufficient to fund the project cost

Summary:

The purpose of this agenda item is to present for City Council's consideration a resolution, consistent with Initiative Request No. 07-2026, expressing the City's intent to finance the construction of a new City Hall through the issuance of Certificates of Participation (COPs).

Approval of the resolution represents the next major implementation milestone for the Civic Campus portion of a larger Downtown Revitalization project. The Civic Campus portion of the project is defined as joint development of the block generally bounded by 10th Street to the north, 8th Avenue to the east, 11th Street to the south, and 9th Avenue to the west; and includes a new City Hall, new administrative offices for Greeley – Evans School District 6, and a privately developed boutique hotel. This resolution authorizes staff to proceed with planning for financing the City Hall portion of the project while completing the Development Agreement with Richmark Vertikal, LLC. The current estimated cost for a new City Hall is approximately \$83.6 million, including contingencies and reimbursement of eligible predevelopment expenditures.

The larger Downtown Revitalization project, the Civic Campus project, and new City Hall predevelopment have progressed through nearly three years of facility planning, downtown redevelopment analysis, property acquisition, conceptual design, financial analysis, and coordination among the City of Greeley, Weld County, School District 6, and private development partners. The projects have now advanced from conceptual planning into implementation and are moving into final design and construction.

Issuing Certificates of Participation with the proceeds to be made available as soon as possible, allows the City to maintain coordination with project partners, reimburse approximately \$7.9 million of the \$10.7 million in predevelopment expenditures at the earliest opportunity, minimize interim financing requirements, and avoid approximately \$4.5 million in potential additional costs associated with delaying financing, including construction escalation and interest-rate risk.

Background

The Civic Campus Project originated in 2023 as part of the City's long-term evaluation of municipal facilities and administrative space needs. Staff completed a comprehensive assessment of existing City

administrative facilities and determined that the current buildings no longer adequately support efficient government operations, customer service, technology requirements, or future organizational growth.

The evaluation identified numerous deficiencies, including aging building systems, deferred maintenance, fragmented departmental locations, limited opportunities for expansion, increasing operating costs, and operational inefficiencies created by housing employees and public services in multiple buildings throughout the community.

Throughout 2024, the City's planning effort evolved beyond replacing office space and became a broader initiative focused on establishing a new civic center in downtown Greeley. Staff evaluated City-owned properties, redevelopment opportunities, and partnership models capable of leveraging public investment while stimulating private redevelopment and strengthening the long-term vitality of downtown.

At approximately the same time, Weld County and School District 6 were independently evaluating future administrative and judicial facilities. The alignment of these planning efforts created an unprecedented opportunity for multiple public agencies to coordinate investments around a shared vision for downtown revitalization.

Public-Private Partnership

To evaluate redevelopment opportunities associated with the various efforts under consideration, the City entered a Memorandum of Understanding (MOU) with Richmark Vertikal, LLC on October 24, 2024. The MOU established a framework for evaluating a comprehensive public-private Downtown Revitalization effort and Civic Campus project that could coordinate municipal, county, school district, and private development interests into a collaborative mixed-use redevelopment effort.

Richmark Vertikal subsequently facilitated collaboration among the City, Weld County, and School District 6 regarding land assembly, development phasing, infrastructure planning, financing, and conceptual design.

Master Planning

On March 25, 2025, City Council received its first public presentation of a conceptual master plan for the redevelopment of five contiguous blocks in downtown.

The proposed redevelopment focused around the 1000 Block of 8th Avenue and included:

- A new City Hall;
- A new Greeley – Evans School District 6 administrative headquarters;
- A boutique hotel;
- Ground-floor retail and commercial space;
- Future residential development opportunities;
- A new Weld County Judicial Center; and
- A potential Weld County Administration Building.

From its inception, the project was envisioned as both a municipal facilities project and a

transformational economic development initiative capable of increasing private investment, expanding the tax base, activating downtown, and encouraging long-term redevelopment of surrounding properties.

Financial Planning

On May 27, 2025, Council held its first comprehensive discussion regarding the City's portion of project financing. At that time, the total Civic Campus investment was estimated at approximately \$126 million, including construction of City Hall and participation in a shared parking structure, and associated public infrastructure.

The City Hall component was estimated to cost between approximately \$80 million and \$92 million, with annual debt service estimated between approximately \$6.7 million and \$7.7 million depending upon the financing structure.

Staff introduced multiple financing alternatives, including General Obligation Bonds, Certificates of Participation, lease-purchase financing, and Building Authority financing.

Predevelopment

On August 5, 2025, City Council approved a Predevelopment Agreement with Richmark Vertikal, LLC, formally transitioning the project from conceptual planning into active implementation.

Council also authorized a \$10.7 million predevelopment budget to fund:

- Property acquisition;
- Building demolition;
- Environmental remediation;
- Surveying;
- Architectural and engineering design;
- Planning;
- Legal services;
- Project management, and
- Other implementation activities.

The City Hall program at that time consisted of approximately 95,000 square feet with an estimated project cost of approximately \$90 million, inclusive of land acquisition, construction, design, financing, and project soft costs.

At the same time, Weld County voted unanimously to locate both its Justice Center and County Administration facilities in downtown Greeley while School District 6 continued advancing plans for a new administrative headquarters.

Project Progress

Council received an implementation update on September 23, 2025, outlining significant milestones to

be completed during predevelopment, including:

- Completion of departmental programming;
- Coordination among project partners;
- Engagement of engineering, planning, architecture, and landscape consultants;
- Advancement of conceptual site planning;
- Property acquisition agreements;
- Preparation of land exchange agreements with Weld County;
- Preliminary financing analysis; and
- Economic impact evaluation.

The project also evolved into a comprehensive economic development initiative designed to increase property values, expand sales tax revenues, generate lodging tax revenues, and encourage redevelopment of underutilized public properties.

Preliminary Financing Evaluation

On December 9, 2025, Council received a comprehensive evaluation of financing alternatives following completion of departmental programming and advancement of conceptual design.

The building program increased to approximately 104,000 square feet as departments refined operational needs and opportunities to improve customer service and workplace efficiency.

Staff evaluated multiple financing options, including General Obligation Bonds, Certificates of Participation, lease-purchase financing, and a Building Authority, and assessed each financing model based upon affordability, flexibility, timing, annual debt service, legal considerations, and long-term fiscal impacts.

Following Council discussion, Certificates of Participation emerged as the preferred financing mechanism because they provide financing flexibility without increasing property taxes, preserve future bonding capacity, and best align with the City's long-term financial strategy.

Project Budget

Throughout the predevelopment process, the City continually refined the project budget as programming, engineering, architectural design, market pricing, and constructibility analysis progressed.

The initial conceptual estimate prepared in October 2025 established the City Hall project budget at approximately \$84.3 million, consisting of approximately \$59.6 million in hard construction costs, \$9.3 million in soft costs, and \$3.8 million in land acquisition.

As programming and value engineering advanced, the November 2025 estimate was refined to approximately \$80.0 million, reflecting updates to building systems, project contingencies, and development costs while maintaining the approved building program.

The project budget remained substantially unchanged through May 2026 while architectural programming, engineering, utility planning, and site development continued.

The June 2026 estimate reflects the current level of design and market pricing and establishes the City Hall project cost at approximately \$83.6 million, consisting of:

<u>Component</u>	<u>Estimated Cost</u>
Land Acquisition	\$3.5 million
Hard Construction Costs	\$68.6 million
Soft Costs	\$11.5 million
Total Project Cost	\$83.6 million

The increase from prior estimates primarily reflects updated construction pricing, expanded definition of the building's core and shell systems, enhanced public plaza improvements, updated furniture and equipment costs, revised utility connection fees, and current market conditions, partially offset by lower-than-anticipated land acquisition costs resulting from completed negotiations.

Financing Plan

The City Hall project is funded through a combination of previously authorized predevelopment funding and the proposed Certificates of Participation.

Current funding sources include:

- \$10.7 million previously appropriated for predevelopment activities;
- Approximately \$71.9 million in remaining construction financing;
- \$576,000 from the Stormwater Capital Program for detention and underground stormwater infrastructure;
- \$180,000 from Xcel Energy's 1% Fund for utility undergrounding; and
- Approximately \$330,000 in interim capital prior to bond closing under the recommended financing schedule.

The broader Downtown Revitalization project also includes construction of a shared parking structure estimated at between approximately \$36.8 million and \$38.7 million, depending upon final project configuration. Funding is anticipated from multiple public and private partners, including the City, Weld County, the Downtown Development Authority, School District 6, and potential future hotel participation.

Combined, the City Hall and parking structure represent an overall Civic Campus investment ranging from approximately \$121.7 million to \$126.9 million, depending upon final project configuration and timing.

Considerations in Proceeding with Financing

Staff evaluated issuing Certificates of Participation in November 2026 and delaying issuance until March 2027.

Issuing the Certificates of Participation this year:

- Maintains the coordinated construction schedule with School District 6 and Weld County;
- Reimbursements of approximately \$10.7 million in predevelopment expenditures at the earliest opportunity;
- Minimizes interim cash requirements;
- Preserves project momentum established during predevelopment; and
- Reduces exposure to construction inflation and financing uncertainty.

Delaying financing for approximately six months would result in some additional project costs, including:

- Approximately \$1.5 million in construction cost escalation;
- Potential interest-rate risk estimated at approximately \$3 million over the life of the financing if borrowing rates increase by only 25 basis points, representing approximately \$100,000 in additional annual debt service;
- Additional design costs associated with re-phasing civil infrastructure;
- Increased site preparation costs required to keep School District 6 on schedule;
- Delayed reimbursement of predevelopment expenditures; and
- Additional carrying costs associated with development expenditures advanced by the City.

Maintaining the current financing schedule also reduces the risk that delays by one project partner could affect the broader Civic Campus redevelopment effort.

Current Status

Predevelopment work on the Civic Campus project is expected to be completed by September 1 and is already transitioning into final design, financing, and construction. Major milestones at or near completion include:

- Executed a Land Exchange Agreement with Weld County.
- Currently negotiating a Land Exchange Agreement with Greeley – Evans School District6.
- Facility programming;
- Detailed architectural design development drawings are complete and construction drawings in progress;
- Engineering and site planning;
- Property acquisition and land assembly;
- Environmental investigations;
- Utility planning;
- Transportation analysis;

- Economic impact evaluation;
- Financial modeling;
- Development negotiations; and
- Intergovernmental coordination among the City, Weld County, School District 6, and Richmark Vertikal is ongoing.

Execution of a Development Agreement with the City's Development Manager together with authorization of the Certificates of Participation represents the next planned implementation steps and allows the project to proceed into final design and construction.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?
This would be a budgeted item if approved.

Is it budgeted? No

Does it require a new appropriation? Yes

Are there any long-term financial impacts? Yes

Is there grant funding for this item? No

The proposed resolution authorizes the issuance of Certificates of Participation to finance the acquisition, design, construction, furnishing, equipping, and related costs associated with the new City Hall, including reimbursement of eligible predevelopment expenditures and financing costs. The current estimated City Hall project budget is approximately \$83.6 million, consisting of approximately \$68.6 million in hard construction costs, \$11.5 million in soft costs, and \$3.5 million in land acquisition. The requested financing authorization provides sufficient capacity to fully fund the project while accommodating financing expenses and customary contingencies.

Legal Issues:

The process for consideration of this matter includes the following:

1. City staff presentation (if requested)
2. Council questions of staff
4. Council discussion
5. Council decision

Other issues and Considerations:

Strategic Focus Area:

Business Growth

Community Vitality

High-Performance Government

Housing For All

Infrastructure and Mobility

Quality of Life

Safe and Secure Communities

Decision Options:

1. Adopt the resolution as presented and authorize staff to pursue COP issuance and receive funds immediately.
2. Amend the resolution and delay issuance of the Certificates of Participation and direct staff to identify interim funding necessary to maintain project continuity and support School District 6's construction schedule pending future financing.
3. Deny the resolution, or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 100, 2026
2. Item - Presentation

CITY OF GREELEY, COLORADO

RESOLUTION NO. 100, 2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY,
COLORADO, REAFFIRMING THE CITY'S COMMITMENT TO THE
CONSTRUCTION OF A NEW CITY HALL AS PART OF THE CIVIC CAMPUS
PROJECT AND AFFIRMING THE CITY'S INTENT TO ISSUE CERTIFICATES OF
PARTICIPATION IN A PRINCIPAL AMOUNT SUFFICIENT TO FUND THE
PROJECT COSTS**

WHEREAS, the City Council of the City of Greeley ("City") has previously identified the development of a new Civic Campus, including a new City Hall, as a strategic investment in the City's long-term ability to provide efficient, accessible, and effective municipal services; and

WHEREAS, the City Council recognizes that many existing City facilities have reached the end of their useful lives, are operationally inefficient, and no longer adequately support the delivery of municipal services to the residents of Greeley; and

WHEREAS, the Civic Campus Project has been developed to improve customer service, operational efficiency, accessibility, public safety, and long-term stewardship of public assets; and

WHEREAS, the City Council desires to reaffirm its commitment to the construction of a new City Hall as the central component of the Civic Campus Project; and

WHEREAS, the City Council recognizes that timely completion of a Development Agreement is an important milestone for the successful implementation of the Civic Campus Project and has directed City staff to continue negotiating and advancing such agreement in order to maintain project momentum, provide certainty to public and private project partners, and facilitate the coordinated delivery of the Civic Campus Project; and

WHEREAS, the City Council further desires to reaffirm its intent to finance the construction of the new City Hall through one or more financing mechanisms authorized under Colorado law, subject to the completion of all required legal, financial, and procedural requirements.

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

Section 1. Findings. The foregoing recitals are incorporated herein and are found to be true and correct.

Section 2. Reaffirmation of Commitment. The City Council hereby reaffirms its commitment to the planning, design, financing, and construction of a new City Hall as a key component of the

Civic Campus Project and finds that completion of the project serves an important public purpose by enhancing municipal operations and improving the delivery of public services.

Section 3. Financing Commitment. The City Council hereby declares its intent to finance the construction of the new City Hall through the issuance of Certificates of Participation, subject to City Council approval, with the financing to be issued and closed, and the proceeds made available as soon as possible.

Section 4. Maximum Principal Amount. The aggregate principal amount of the financing authorized or contemplated pursuant to this Resolution shall be an amount sufficient to finance the costs of the Project, including, as applicable, costs of issuance, capitalized interest, reserve funds, refunding costs, and other financing-related expenses.

Section 5. Future Council Action. Nothing contained in this Resolution shall constitute final authorization for the issuance of any debt or other financing obligation. Any financing shall remain subject to approval by the City Council through subsequent ordinances or resolutions, the completion of all required legal proceedings, and compliance with applicable provisions of the Colorado Constitution, the City Charter, and Colorado law.

Section 6. Administration. The City Manager, Finance Director, City Attorney, and other appropriate City officials are authorized to continue planning, design, procurement, financing preparation, negotiation of the Development Agreement, and all other activities necessary to advance the Civic Campus Project consistent with this Resolution and future Council direction.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF ____, 2026.

ATTEST:

CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Civic Campus/City Hall Financing Resolution

Kelli Johnson, Deputy City Manager
John Hall, Senior Strategic Advisor

July 7, 2026



downtown
revitalization



Agenda

- Project Vision and Downtown 2032
- Development Elements and Timelines
- Key Activities to-date
- Milestones
- Redevelopment Area and Plan Concept
- Financing and Budget
- Next Steps
- Council Direction
- Authorization Schedule

Project Vision

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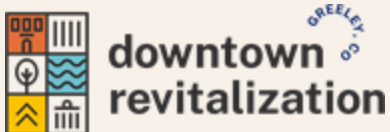
An opportunity to shape a vital part of our city's future with the following key objectives:

- Retain Key Downtown Employers
- Establish a Centralized Civic Campus
- Drive Economic Development and Private Investment
- Maximize Use of Downtown Property
- Activate Land and Public Spaces
- Advance Greeley's Long-Term Vision and Identity
- Design a Welcoming, Inclusive, and Connected District
- Enhance Public and Private Partnerships



"Downtown 2032" - Adopted January 2023 ⁴

- EC 1.1 - Prioritize development and redevelopment on opportunity sites
- EC 1.2 - Incentivize investment to specific areas that require gap financing
- EC 1.3 - Offer potential investors resources for development and redevelopment opportunities
- EC 1.4 - Demolish, remediate, and redevelop properties that have environmental hazards or other impediments to redevelop
- EC 1.5 - Facilitate mixed-use in new and existing buildings
- EC 2.3 - Proactively tailor business recruitment in Central Downtown to include restaurants ... hotel/conventions
- EC 3.1 - Facilitate a diversity of housing types in Central Downtown to include high density housing and infill development of apartments
- EC 3.5 - Invest in amenities and encourage land uses that increase the desirability of Downtown as a neighborhood to live work and play
- EN 1.1 - Invest in streetscape improvements along 10th Street and 8th Avenue that improve the pedestrian experience...
- EN 4.1 - Create new design standards and guidelines for Downtown that focus on consistent treatment of the public realm
- EX 5.3 - Build a more distinct brand identity for each of the sub-areas comprising Downtown
- EX 5.5 - Explore ways to attract an additional hotel and/or conference and events centers



EC = Economy, EN = Environment, EX = Experience

Development Elements

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Building	Size	Stories	Construction Start	Construction End
City Hall	104,000 sq ft	5	Winter 2026	Winter 2028
School District 6 Admin*	60,000 sq ft	3	Fall 2026	Summer 2028
Hotel	85 keys + restaurant & bar	4	Winter 2026	Fall 2028
Parking Garage	815 stalls	4.5	Fall 2028	Winter 2029
Justice Center*	250,000 sq ft	3	Winter 2026	Spring 2029
County Admin*	150,000 sq ft	3	TBD	TBD

*Design and construction by others

Timeline

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Block	Demo Start	Demo End	Built	Construction Start	Construction End
West Block	May 2026	October 2026	Weld County Justice Center	November 2026	May 2029
Trophy Block	May 2026	July 2026	Temporary Parking Lot	July 2026	September 2026
Round Building	June 2026	August 2026	Weld County Parking Lot	TBD	TBD
Juror Lot	September 2026	November 2026	New City Hall, D6*, Hotel**	November 2026/ November 2026*/ September 2027**	November 2028/ May 2028*/ November 2028**
D6	June 2028	October 2028	Parking Garage	October 2028	November 2029
Centennial Block	June 2029	December 2029	Weld County Admin	December 2029	February 2032

See previous slide for block titles



Key Activities and Actions to-date

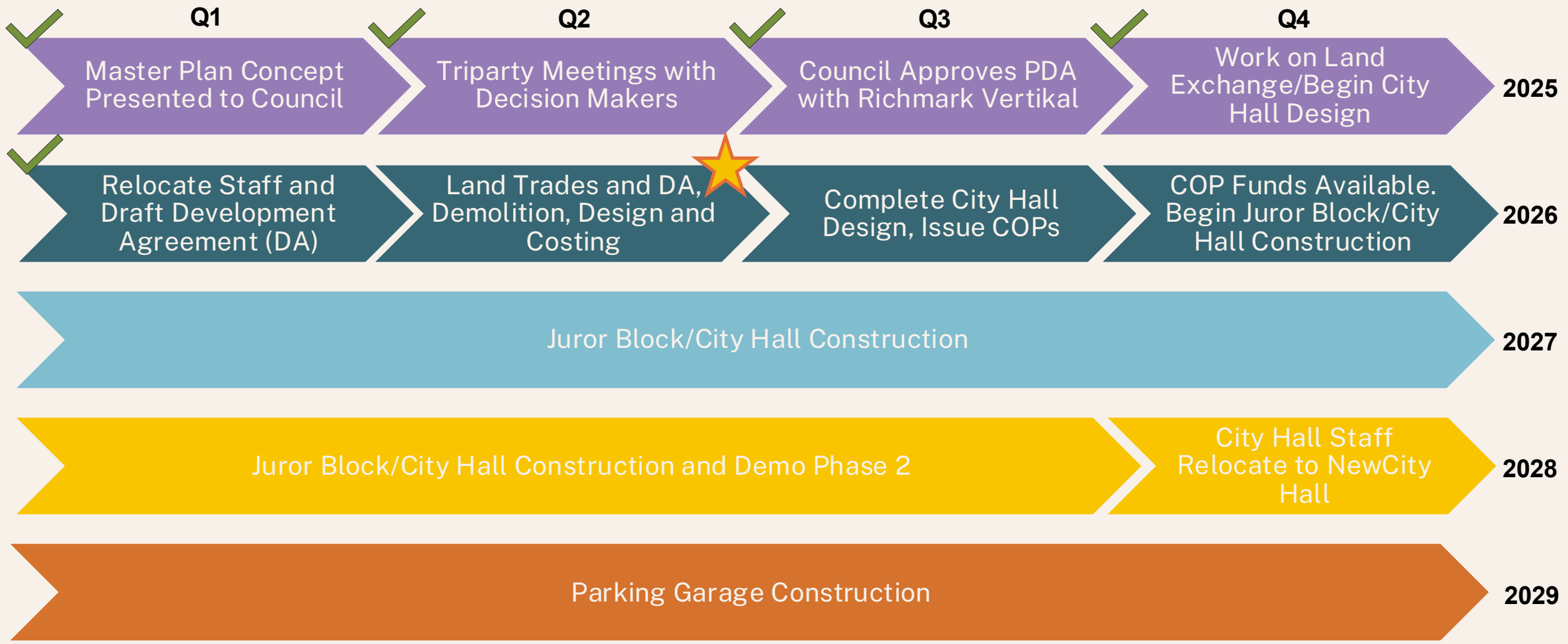
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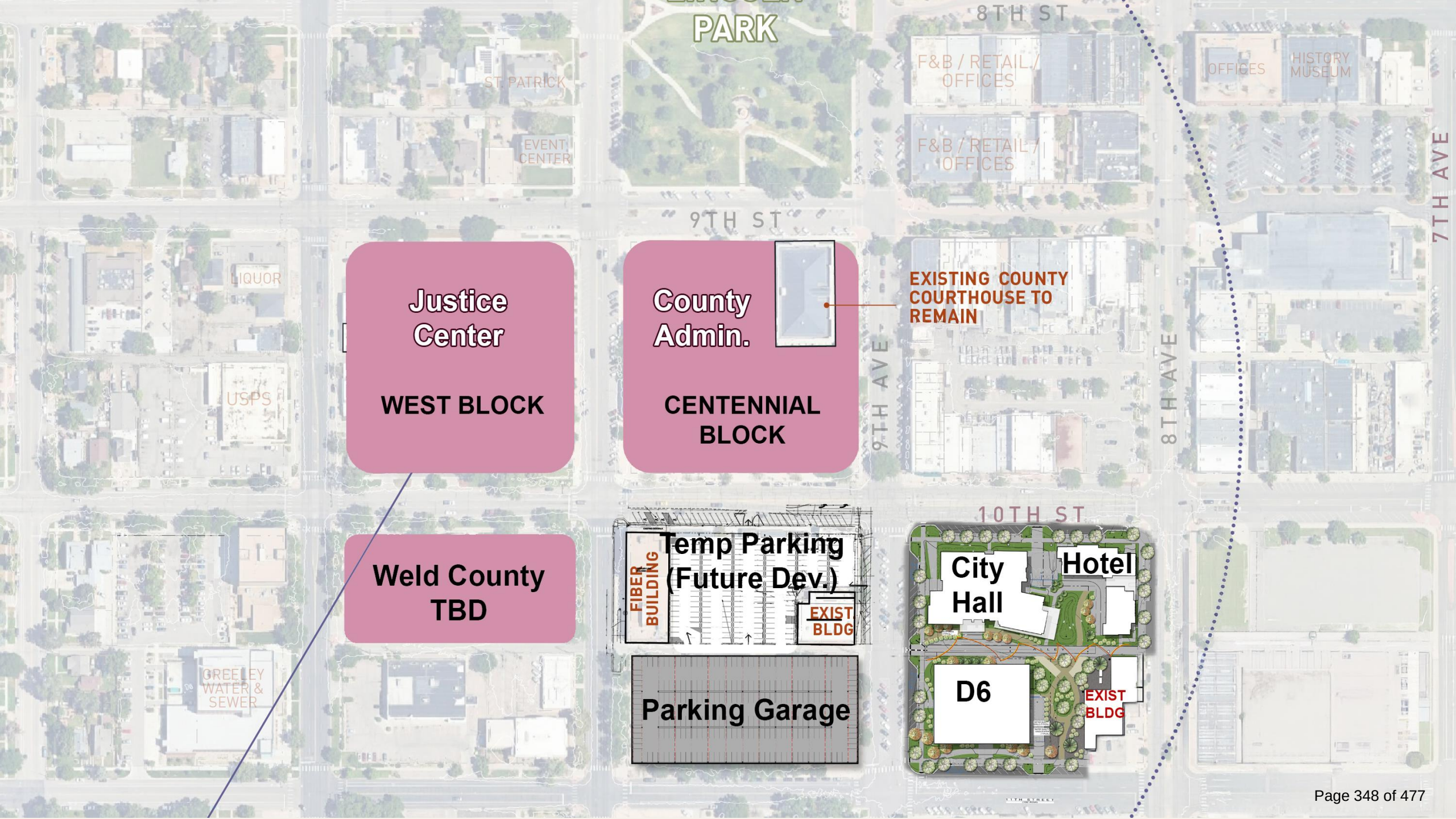
- **October 2024:** MOU executed between City and RV
- **March 2025:** RV presented masterplan concepts to City Council
- **May 2025:** City staff presented initial funding alternatives for proposed City Hall
- **July 2025:** County voted to construct new Justice Center and administrative offices downtown
- **August 2025:** Council approved a Pre-Development Agreement (PDA) with RV and committed \$10.7 million
- **October 2025:** Council approved reimbursement resolution for predevelopment expenditures. Eligible reimbursement period expires April 2027
- **December 2025:** Council consensus on Plan of Finance
- **March 2026:** Round building vacated
- **May 2026:** City and Weld County executed land trade agreement through an Intergovernmental Agreement
- **June 2026:** City and School District 6 in land trade agreement negotiations



A City of Greeley Initiative

Downtown Revitalization Milestones





PARK

8TH ST

ST. PATRICK

EVENT CENTER

F&B / RETAIL / OFFICES

OFFICES

HISTORY MUSEUM

F&B / RETAIL / OFFICES

9TH ST

Justice Center

County Admin.

EXISTING COUNTY COURTHOUSE TO REMAIN

WEST BLOCK

CENTENNIAL BLOCK

9TH AVE

8TH AVE

LIQUOR

USPS

Weld County TBD

Temp Parking (Future Dev.)

FIBER BUILDING

EXIST BLDG

Parking Garage

10TH ST

City Hall

Hotel

D6

EXIST BLDG

GREELEY WATER & SEWER

Civic Campus Block Layout



Certificates of Participation

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Certificates of Participation are lease-backed financing instruments and are repaid through annual appropriations.

Ownership: City

Collateral: Facility being constructed

Term: 20 years

Annual Payment: Can vary based on structure

Funding Source: Food Tax, General Fund

**Example: Capitalized Interest, Interest Only,
& Level Repayment**

Interest Rate: 4.35%

Average Payments

Years 1-3: \$0 - Capitalized Interest

Years 3-5: \$4.3 million – Interest Only

Years 6-20: \$8.2 million

Total Cost of Ownership: \$136 million

For discussion purposes, subject to change



A City of Greeley Initiative

Proposed City Hall Budget Summary

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<u>Budget Element</u>	<u>Amount</u>	<u>% of Total Project</u>
Land Acquisition	\$3.5M	4%
Hard Costs (Construction)	\$68.6M	82%
Soft Costs (Design, Fees, Contingency, etc.)	\$11.5M	14%
Total Project Budget*	\$83.6M	100%

*Assumes November 2026 bond issuance with hotel.



downtown
revitalization

A City of Greeley Initiative

Proposed City Hall Budget Summary (cont.)

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Key Budget Highlights

- **Total Project Budget: \$83.6 million**
- Construction costs account for **approximately 82%** of the overall project budget.
- The June 2026 estimate reflects a **\$3.6M increase** over the prior \$80M estimate, primarily due to refinement of the building scope and updated construction pricing.
- Tenant finish costs are now incorporated within the Core & Shell budget.

Major Construction Cost Components

- Core & Shell: **\$49.43M**
- Furniture, Fixtures & Equipment (FF&E): **\$4.50M**
- Public Plaza: **\$4.74M**
- Insurance/Bonds/GC Fee: **\$3.53M**
- General Contractor Contingency: **\$5.90M**
- Public Art (1% for Art): **\$0.50M**

Major Soft Cost Components

- Architectural & Engineering: **\$2.75M**
- Developer Fee: **\$3.43M**
- Project Contingency: **\$3.43M**
- City Development Fees: **\$0.76M**



Next Steps

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- Complete Predevelopment Agreement Work Scope (demolition, site prep, land purchases. . .)
- Complete Land Exchange Agreement with School District 6
- Execute All Land Exchanges with Partners
- Schedule and Adopt by Resolution the Development Agreement for the Construction of City Hall
- Schedule Introduction and First Reading of an Ordinance to Appropriate Funds to Construct the New City Hall and Issue Certificates of Participation (COPs)
- Schedule Introduction and First Reading of an Ordinance Authorizing Issuance of Certificates of Participation (COPs)



Council Direction

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- Adopt the resolution as presented and authorize staff to pursue COP issuance and receive funds immediately
- Amend the resolution and delay issuance of the Certificates of Participation to March 2027 and direct staff to identify interim funding necessary to maintain project continuity and support School District 6's construction schedule pending future financing.
- Deny the resolution; or
- Continue consideration of the resolution to a date certain.



COP Authorization Schedule





Council Agenda Summary

July 7, 2026

Key Staff Contact: Kalen Myers, Budget & Policy Deputy Director

Title:

Ballot Measure Planning: June 2026 Polling Results

Summary:

At the February 2026 Council Retreat and subsequent work sessions, Council discussed the potential placement of one or more sales tax measures on the November 2026 ballot to address community priorities related to public safety and homelessness. Council directed staff to conduct public opinion research to better understand resident priorities, perceptions, and support for potential funding options.

To inform that discussion, the City engaged Aspect Strategic to conduct a statistically valid survey of Greeley residents. The survey was conducted between May 30 and June 8, 2026, and included questions regarding public safety, homelessness, economic conditions, and support for several potential revenue measures

At this meeting, staff and the City's polling consultant will present the survey findings, summarize key themes and trends, and facilitate a discussion regarding potential next steps. The presentation will include resident reactions to various funding concepts and comparisons to prior polling results.

Following the presentation, Council will be asked to discuss whether current conditions support continued ballot measure development.

Fiscal Impact:

No Impact: Information Item

Legal Issues:

N/A: Information Item

Other issues and Considerations:

Strategic Focus Area:

High-Performance Government
Housing For All
Safe and Secure Communities

Decision Options:

Consensus regarding continued development of a potential November 2026 ballot measure.

Council's Recommended Action:

Consensus regarding continued development of a potential November 2026 ballot measure.

Attachments:

1. Item - Presentation



2026 Ballot Measure Planning

June Polling Results

Kalen Myers, Budget & Policy Deputy Director
Alex Dunn, Vice President, Aspect Strategic
City Council Meeting – July 7, 2026



Agenda



- Poll Methodology
- Review Results
- Consensus Seeking
- **Purpose: Council Feedback and Consensus on Next Steps**
 - Whether to continue working towards a November tax increase ballot measure proposal

Poll Methodology Review

- Scientific survey of 600 Greeley residents selected at random
- Data collected via live telephone interviews and SMS responses online
- Conducted May 30 – June 8, 2026
- Overall margin of error: +/- 4.0%
- Based on Census and voter file data, poll results are representative by gender, age, educational attainment, ZIP, council ward, race, party registration, etc.



Issue-Specific Revenue Proposals...

- We tested proposals in two discrete issue areas
- Each respondent reviewed either...
 - Public safety 0.5% (\$16M) increase or
 - Homeless solutions 0.15% (\$4.8M) increase
- Both proposals were split-sampled (asked of 300 respondents, for a margin of error of +/- 5.7%)



Public Safety Proposal

\$16 million (.5%) sales tax increase*

SHALL GREELEY TAXES BE INCREASED BY **\$16 MILLION IN 2027, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RECEIVED EACH YEAR THEREAFTER, TO ADDRESS INCREASED DEMAND FOR PUBLIC SAFETY SERVICES, INCLUDING BUT NOT LIMITED TO:**

- **IMPROVING STAFFING LEVELS FOR FIRST RESPONDERS;**
- **PAYING COMPETITIVE WAGES TO RETAIN AND RECRUIT HIGH-QUALITY FIREFIGHTERS, POLICE OFFICERS, AND OTHER PUBLIC SAFETY STAFF; AND**
- **PROVIDING PUBLIC SAFETY PERSONNEL WITH UPDATED EQUIPMENT, TECHNOLOGY, AND FACILITIES TO PROTECT THE COMMUNITY AND THEMSELVES;**

BY INCREASING THE EXISTING SALES AND USE TAX RATE BY **0.5% (EQUAL TO 50 CENTS ON A \$100 PURCHASE), EXCLUDING THE CITY SALES TAX ON FOOD,**

WITH SUCH EXPENDITURES TO BE SUBJECT TO INDEPENDENT REVIEW BY A CITIZENS COMMITTEE, AND SHALL THE CITY BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND ALL PROCEEDS OF THE NEW TAX REVENUE AS VOTER-APPROVED REVENUE?

Homeless Solutions Proposal

\$4.8 million (.15%) sales tax increase*

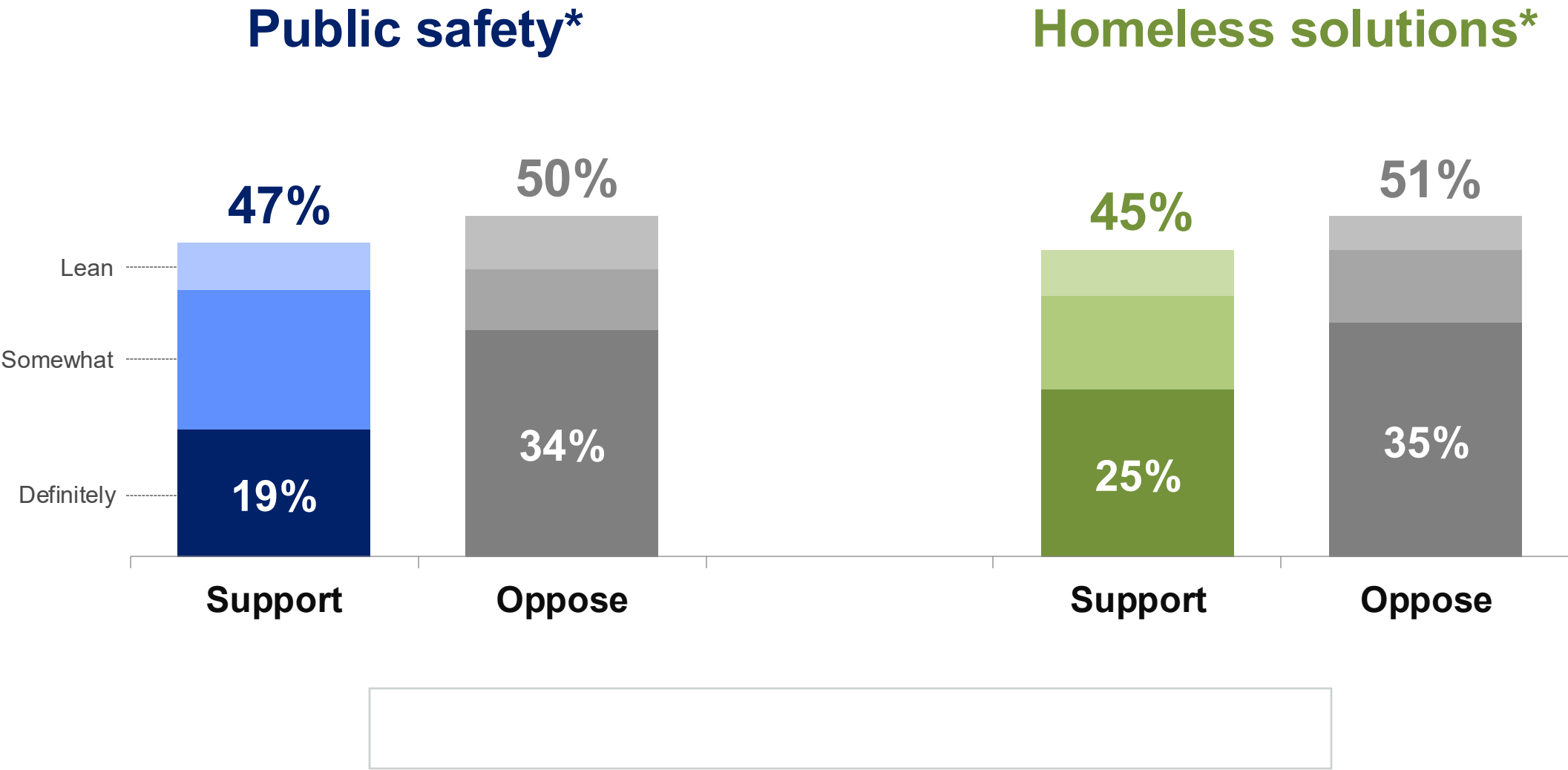
SHALL GREELEY TAXES BE INCREASED BY **\$4.8 MILLION** IN 2027, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RECEIVED EACH YEAR THEREAFTER, **TO PREVENT AND REDUCE HOMELESSNESS**, INCLUDING BUT NOT LIMITED TO:

- **PROVIDING TARGETED OUTREACH AND RENTAL ASSISTANCE TO PREVENT HOMELESSNESS AND INCREASE HOUSING STABILITY;**
- **SUPPORTING SERVICES THAT HELP INDIVIDUALS AND FAMILIES TRANSITION TO STABLE HOUSING AND SELF-SUFFICIENCY; AND**
- **REDUCING ENCAMPMENTS BY SUPPORTING A YEAR-ROUND EMERGENCY SHELTER;**

BY INCREASING THE EXISTING SALES AND USE TAX RATE BY **0.15% (EQUAL TO 15 CENTS ON A \$100 PURCHASE)**, EXCLUDING THE CITY SALES TAX ON FOOD,

WITH SUCH EXPENDITURES TO BE SUBJECT TO INDEPENDENT REVIEW BY A CITIZENS COMMITTEE, AND SHALL THE CITY BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND ALL PROCEEDS OF THE NEW TAX REVENUE AS VOTER-APPROVED REVENUE?

Reactions to Discrete Tax Proposals



“Next, here’s a potential ballot measure that could be on your ballot in an upcoming election. Please [listen / read it] carefully and then choose whether you’d support or oppose it.” *Asked of ½ the sample.

Combined Public Health & Safety

- After testing the two issue-specific proposals, we tested a combined public safety & public health proposal at a 0.5% increase (\$16M)
- All respondents reviewed the combined safety & health proposal



Public Health & Safety Ballot Title

\$16 Million (.5%) sales tax increase*

SHALL GREELEY TAXES BE INCREASED BY \$16 MILLION IN 2027, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RECEIVED EACH YEAR THEREAFTER, TO IMPROVE PUBLIC SAFETY AND PUBLIC HEALTH, INCLUDING BUT NOT LIMITED TO:

- IMPROVING STAFFING LEVELS FOR FIRST RESPONDERS TO MEET GROWING COMMUNITY NEEDS;
- PROVIDING POLICE, FIRE, AND EMERGENCY SERVICES WITH MODERN EQUIPMENT, TECHNOLOGY, AND FACILITIES TO PROTECT RESIDENTS' HEALTH AND SAFETY;
- REDUCING THE IMPACT OF HOMELESSNESS ON NEIGHBORHOODS AND PUBLIC SERVICES BY SUPPORTING A YEAR-ROUND EMERGENCY SHELTER, WITH WRAPAROUND SUPPORT TO TRANSITION INDIVIDUALS AND FAMILIES TO LONG-TERM STABILITY;
- SUPPORTING PREVENTION STRATEGIES SUCH AS TARGETED OUTREACH, RENTAL ASSISTANCE, AND HOUSING STABILITY SERVICES TO MINIMIZE ENCAMPMENTS AND EMERGENCY RESPONSE BURDENS;

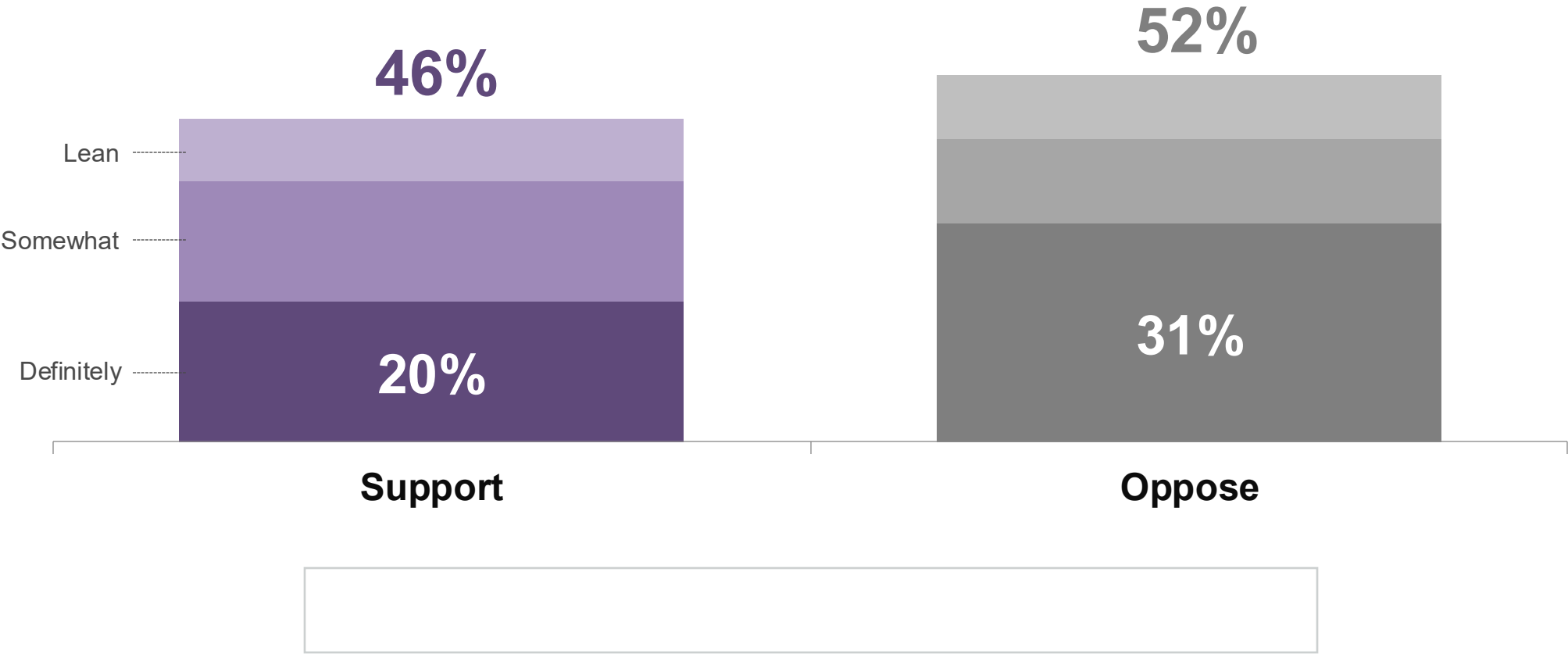
BY INCREASING THE EXISTING SALES AND USE TAX RATE BY 0.5% (EQUAL TO 50 CENTS ON A \$100 PURCHASE), EXCLUDING THE CITY SALES TAX ON FOOD,

WITH SUCH EXPENDITURES TO BE SUBJECT TO INDEPENDENT REVIEW BY A CITIZENS COMMITTEE, AND SHALL THE CITY BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND ALL PROCEEDS OF THE NEW TAX REVENUE AS VOTER-APPROVED REVENUE?

*Asked of ½ the sample (300 total respondents). Asked after the discrete proposals for public safety and homeless solutions.

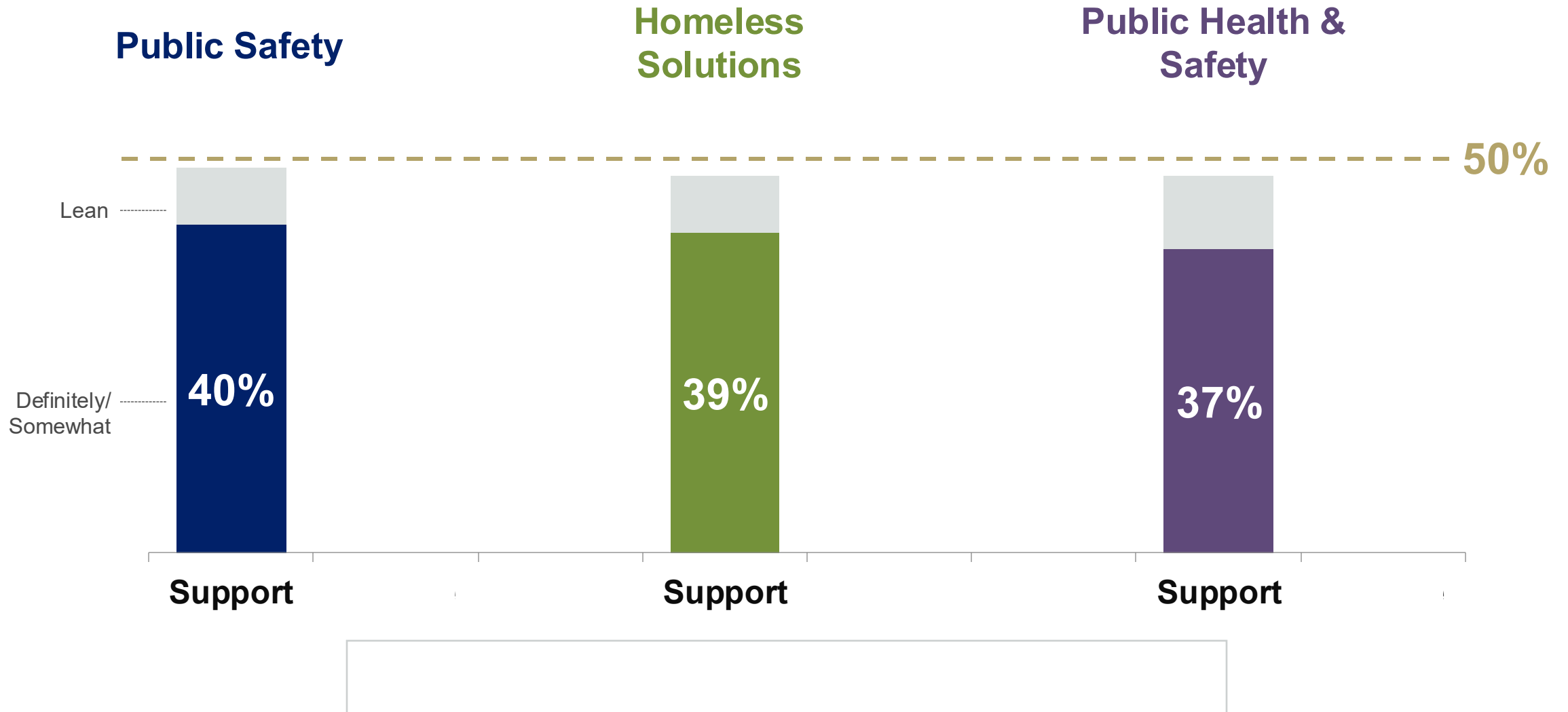
Reactions to Combined Proposal

Public Health & Safety*

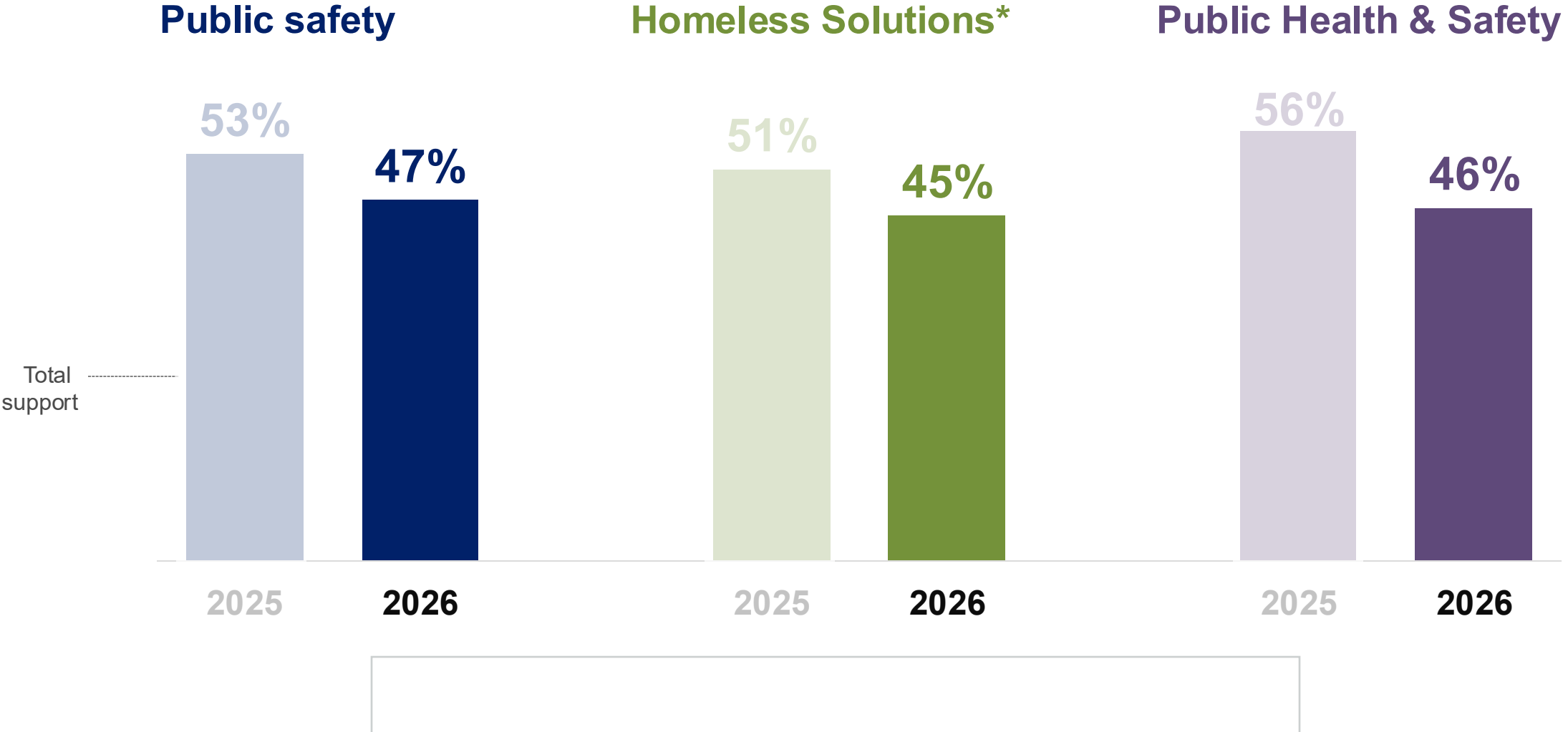


“Here’s one more potential ballot measure that could be on your ballot instead of the last one. Please [listen / read it] carefully—even though it might sound similar to the last one, there are some key differences.” *Asked after initial proposals.

Proposals at 37-40% Without Leaners

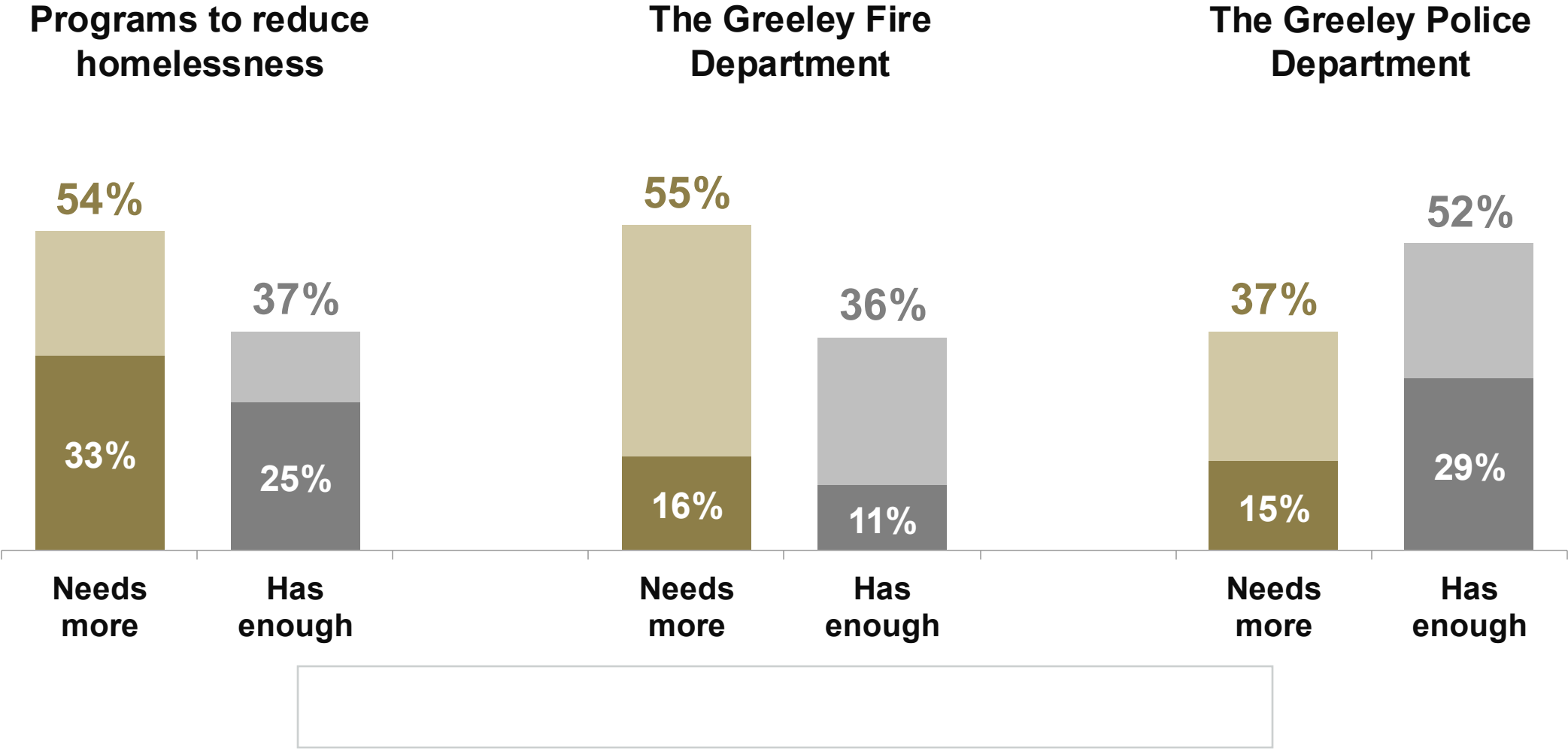


Compared to last year, each proposal has lost ground



*Tested as homeless and affordable housing solutions in 2025.

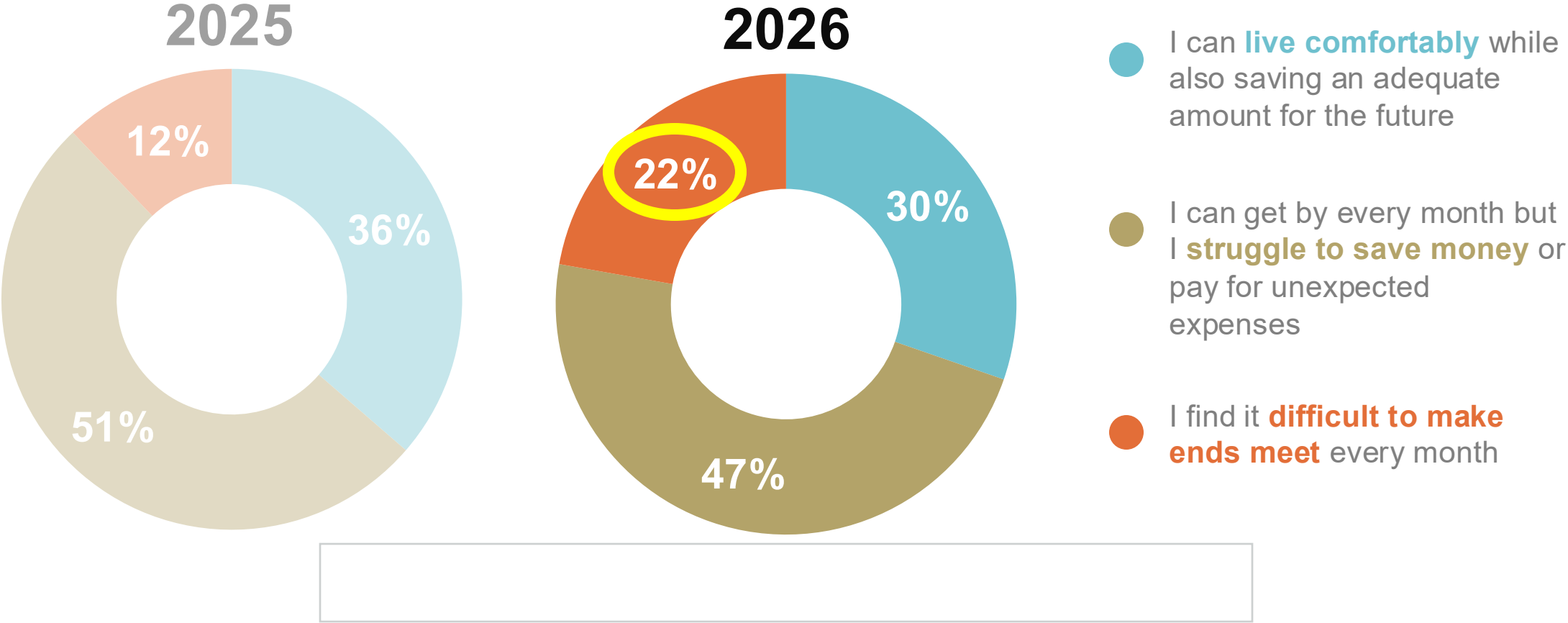
Still, most residents see the need for more funding for homeless solutions and fire safety



“Here’s a short list of city programs and services. Please choose whether you think each one definitely needs additional funding, probably needs additional funding, probably has enough funding, or definitely has enough funding.”

How do Economic Factors come into Play?

The group who's most distressed (characterizing their personal financial situation as "I find it difficult to make ends meet every month") has grown by 10 points in just a year, from 12% to 22%.



Key Takeaways and Considerations

Residents told us:

- ✓ Public safety, fire service, and homelessness remain important community issues.
- ✓ Many residents believe additional investment is needed in these areas.
- ✓ Economic anxiety has increased significantly since 2025.
- ✓ None of the revenue proposals tested achieved majority support.

Council Discussion & Direction

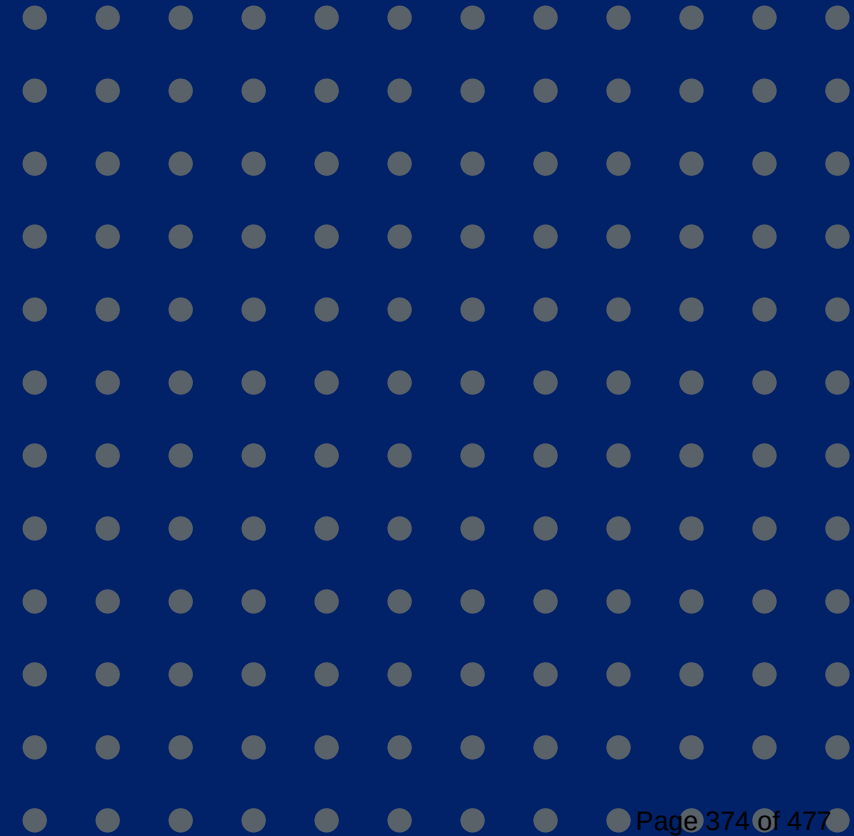
Question for Council

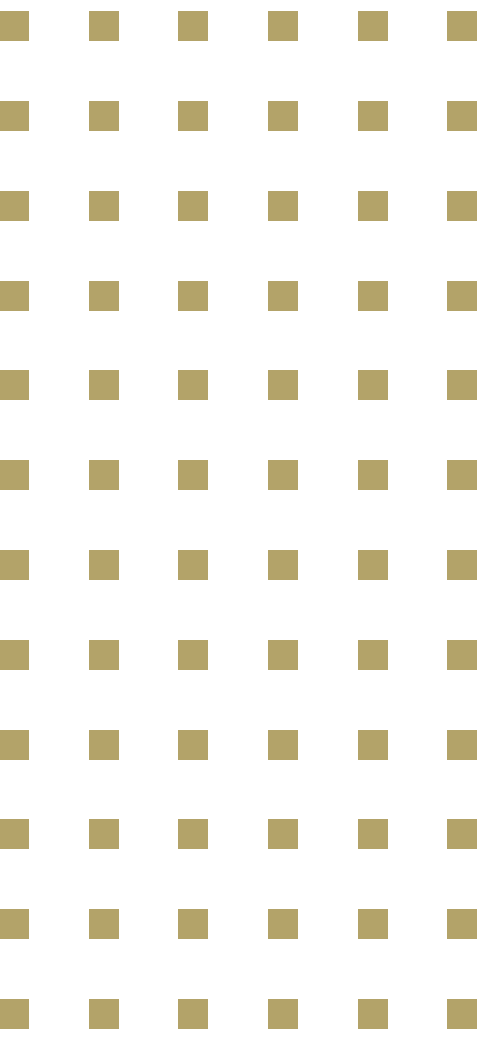
Based on the survey results presented today, is there consensus regarding continued development of a potential November 2026 ballot measure?

Staff Request

Provide direction regarding future ballot measure development efforts.

Thank You



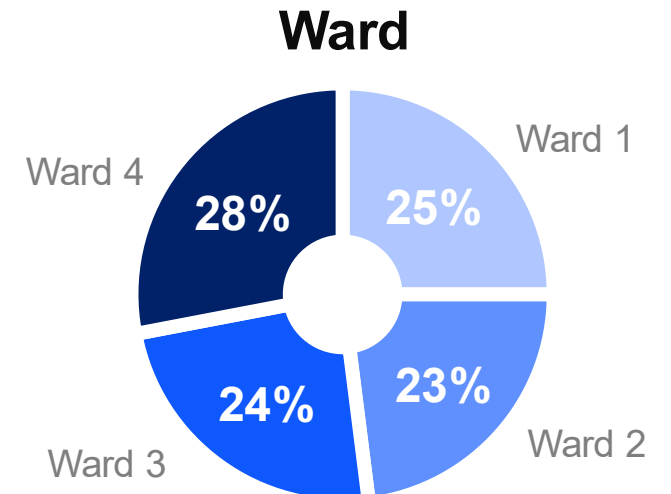
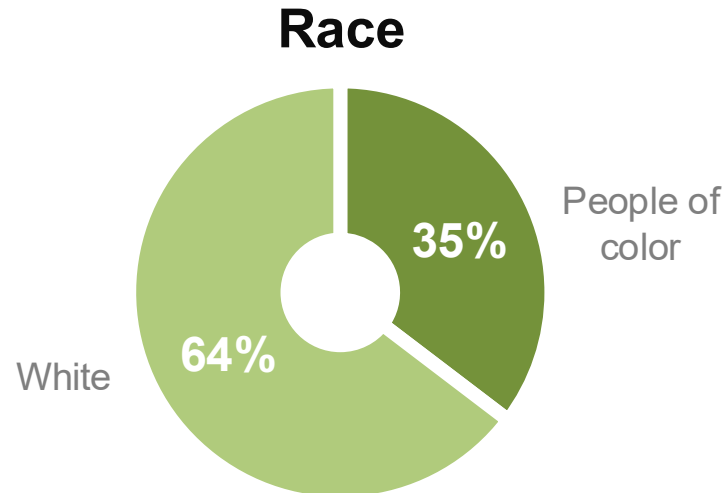
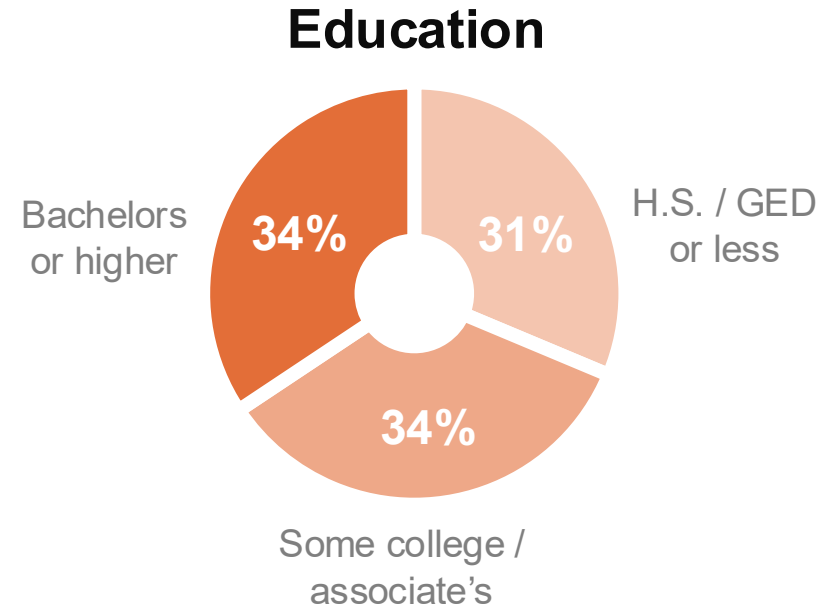
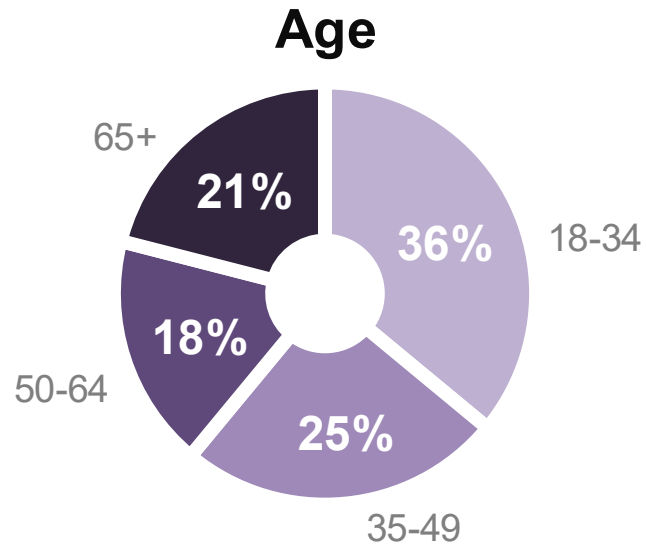
A decorative graphic on the left side of the slide, consisting of a grid of small, gold-colored squares arranged in 6 rows and 6 columns.

Appendix

Additional Reference Materials

- Respondent demographic profiles
- Pro/Con Statement Testing

A profile of respondents



We set strict demographic quotas based on the U.S. Census and latest version of Colorado's voter file. Those quotas guided the data collection process, ensuring representativeness by every reliable metric available, including gender, age, race, education, ZIP, ward, party affiliation, etc.

Finally, respondents reacted to several pro/con statements on the revenue proposals

Timing & accountability (con)

This is the wrong time to ask Greeley voters for a tax increase. High costs of living and inflation are forcing many families to make difficult financial decisions, and the city should tighten its belt like the rest of us. Besides, government has a terrible track record when it comes to efficiently managing programs like this, and there's no guarantee the money will actually be spent on the right programs.

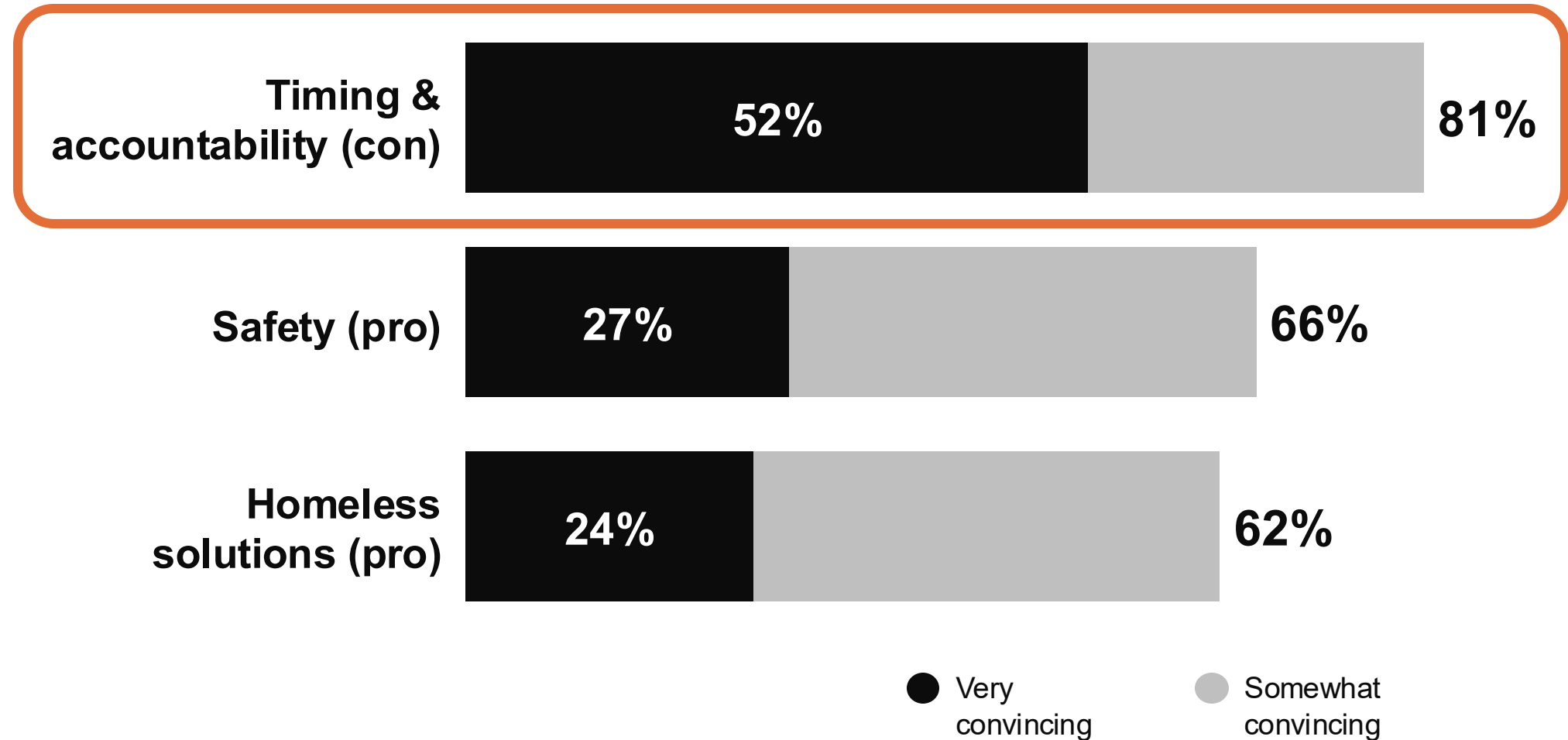
Safety (pro)

With Greeley's heightened demand for emergency services, both the fire department and the police department are facing mandatory overtime, putting our first responders in danger of being overworked and stretched too thin. Additional resources will help them keep emergency response times low and provide the updated safety equipment our first responders need, as well as adequate personnel to respond to medical and mental health emergencies across our city.

Homeless solutions (pro)

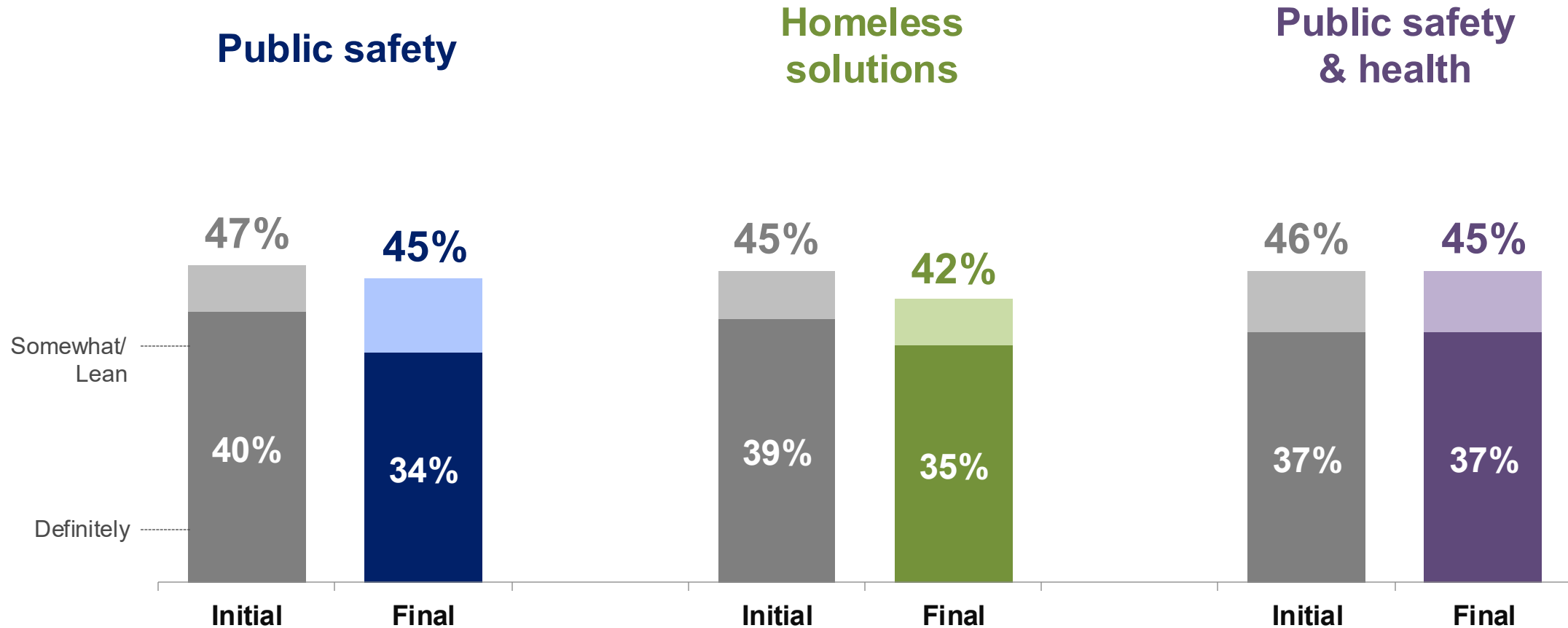
Smart, targeted investments can prevent and reduce homelessness in Greeley, helping to minimize encampments and make our entire community healthier and safer. That starts with programs to help people transition to self-sufficiency by giving them the tools, resources, and stability they need to address mental and physical health issues, get back to school, or find a job. This program would reduce the impact on hospitals and first responders, and it would benefit local businesses and drive economic growth by helping revitalize downtown Greeley.

The “con” statement resonated more viscerally



“Next, here are several brief statements about the ballot measure proposals to fund public safety and homeless solutions. Please choose whether you find each statement to be very convincing, somewhat convincing, or not convincing.”

Support for each proposal after pro/con...





Council Agenda Summary

July 7, 2026

Key Staff Contact: Nathan Mosley, Budget and Policy Director , Kelli Johnson, Deputy City Manager of Community Vitality

Title:

2027 Budget Development Update

Summary:

This is the fourth in a series of 2027 Budget Development Updates. This budget update will focus on budget proposals from the following departments: Culture, Parks & Recreation and Communications & Engagement. There will be a brief recap presentation of the June 9 and 16 budget work sessions.

Next, Kelli Johnson will give a short overview of the department's proposals, which will be followed by Q&A with City Council based on the budget proposals and information included in the meeting packet. Department Videos can be found by clicking [HERE](#). The work session will provide City Council with up-to-date information related to budget reduction proposals and expected service level impacts. The goal is to solicit feedback from City Council to ensure proposals are in alignment with organizational priorities.

Future budget work sessions that have been scheduled:

- July 14th: Kimberly Southern (Human Resources, Information Technology, City Clerks Office, High Performing Government); Bret Naber (Public Works, Stormwater, and Water & Sewer)
- July 21st: Open if Needed
- July 28th: Capital Improvement Program

Fiscal Impact:

N/A

Legal Issues:

N/A

Other issues and Considerations:

Strategic Focus Area:

Business Growth
Community Vitality
High-Performance Government
Housing For All

Infrastructure and Mobility
Quality of Life
Safe and Secure Communities

Decision Options:

Informational Only

Council's Recommended Action:

Informational Only

Attachments:

1. Presentation - Budget & Policy Recap
2. Presentation - Kelli Budget Portfolio
3. Supplemental - CPRD Presentation
4. Supplemental - CPRD Budget Narrative
5. Supplemental - CPRD Program Ranking
6. Supplemental - C&E Dept Overview
7. Supplemental - Communication & Engagement Presentation



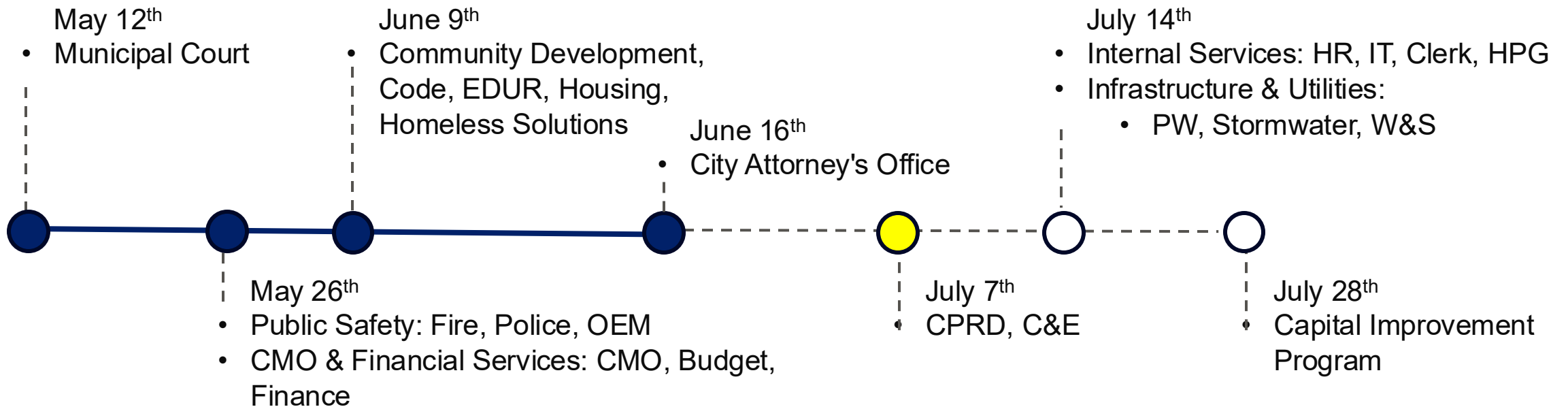
2027 Budget Recap

Nathan Mosley, Budget & Policy Director
nathan.mosley@greeleygov.com
City Council Meeting – July 7, 2026



2027 Budget Review Schedule & Progress

Council has reviewed thirteen departments to date. As work sessions continue, staff are seeking feedback on priorities and service impacts to help inform the 2027 proposed budget.



June 9th & 16th Budget Session Recap

Portfolio	Target	Status
Community Development, EDUR, Code Compliance, Housing, Homeless (Kelli Johnson)	\$3M	Exceeded by \$15k
City Attorney's Office (Stacey Aurzada)	\$607k	Exceeded by \$10k

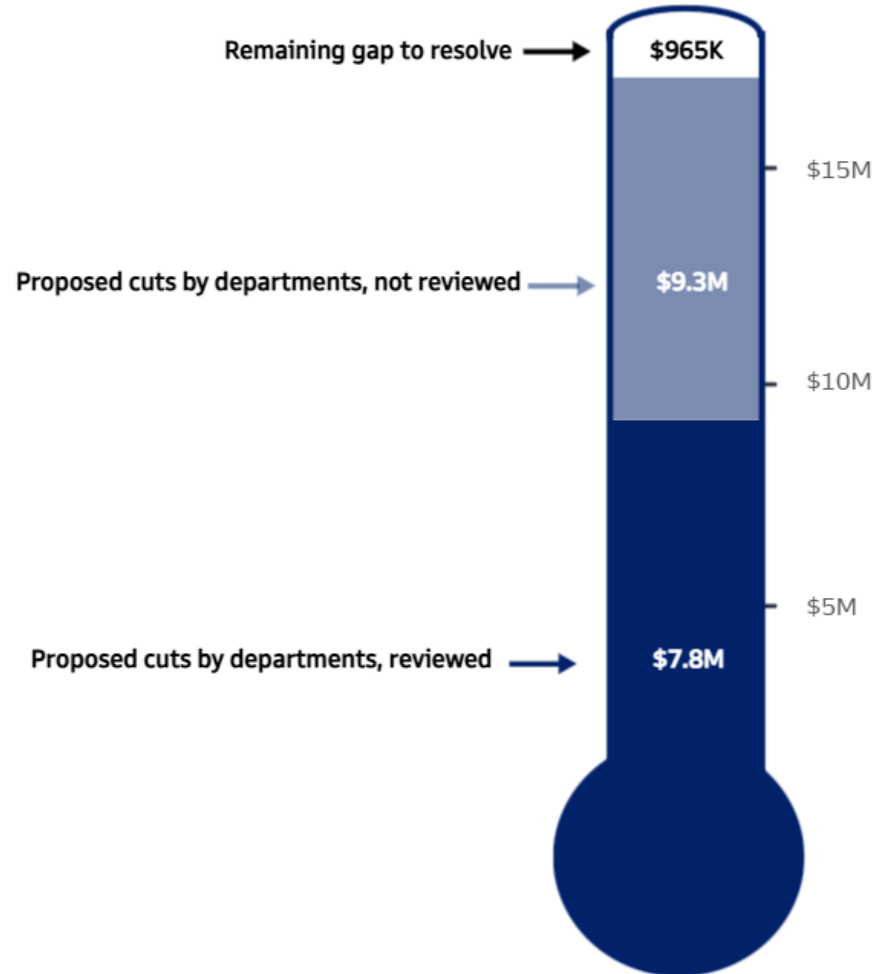
Council Feedback

- Recognition that service, workforce and organizational impacts will occur
- Desire to track impacts, report results over time and adjust as needed in 2027
- Staff directed to continue refining recommendations and return with additional departmental reviews

2027 Budget Gap Progress

- \$17.1M identified (94%) | \$965K remaining

Total General Fund Budget Gap \$18.1M



Next Steps

Staff will continue presenting departmental budget proposals and seeking Council feedback as recommendations are refined for the proposed 2027 budget.

Upcoming Discussions

- **Tonight:** CPRD & Communications & Engagement (Kelli Johnson)
- **July 14:**
 - Internal Services: Human Resources, Information Technology, City Clerk, HPG (Kimberly Southern)
 - Infrastructure & Utilities: Public Works, Water & Sewer, Stormwater (Bret Naber)
- **July 28th:** Capital Improvement Program



Questions





2027 Portfolio Budget

Kelli Johnson, Deputy City Manager
City Council Meeting – July 7, 2026



Approach to Building the Recommendations

- Reductions are presented through the lens of service-level impacts
- Grounded in:
 - Council priorities
 - Program usage / demand
 - Operational realities
- Focus:
 - Protect high-value / high-use services where possible
 - Identify tradeoffs where needed

CPRD Reduction Target & Status



- Total Reduction Target: 17% | \$3.7 M
- Identified to Date: \$2.9M
- Status:
 - ☐ Target Met
 - ☐ Target Met with Strategies (e.g., revenue, efficiencies)
 - ☒ Remaining Gap: \$800K
- **Brief note on approach:**
 - Reductions to date include staffing reductions, operational restructuring, targeted revenue strategies, and service-level impacts across multiple programs.
 - New revenue \$608K

How We Identified \$2.9M in Reductions

Personnel Reductions

- 10 full-time positions eliminated
- Reduced seasonal & part-time staffing
- Organizational restructuring
- Personnel savings: \$877,619

Operational Reductions

- Reduced capacity to maintain parks, trails, and public spaces
- Reduced museum hours and City-produced programming
- Operational restructuring across recreation and regional facilities
- Reduced service levels across multiple programs

Revenue Strategies

- Island Grove operational improvements: \$238K
- User fee adjustments: \$370K
- Total new revenue: \$608K

Together these actions identify approximately \$2.9M toward the \$3.7M reduction target, leaving an estimated \$800K remaining for Council policy direction.



CPRD Service Level Impacts

Service	Before	After	Impact
Parks & Forestry	- Regular mowing cycles - Full irrigation - Active tree maintenance - Restrooms available & maintained	- Longer grass - More brown & stressed turf - Slower response to tree issues - Fewer restrooms - Reduced seasonal staffing	- Declining park appearance - Reduced convenience for users - Increase wear & deferred maintenance - Higher long-term repair costs
Natural Areas	- Active restoration to prevent erosion & habitat decline - Planning trail growth & improvement - Proactive maintenance - Coordinated system wide mgmt.	- Reduced ability to plan for future needs - Fewer restoration projects - Limited ability to address issues - Slower response to problems	- Gradual decline in trail conditions - More weeds, wear, erosion, & deferred repairs - Increased long-term maintenance & costs
Recreation, Youth, & Aquatic Programs	- Full operating hours at facilities - Wide range of programs - Youth sports programs (including soccer) - Consistent staffing	- Reduced hours of operations - Fewer programs & activities - Private provider operate soccer - Greater reliance on external partners - Reduced staffing levels	- Reduced access to programs & services - Fewer affordable opportunities for users - Increased cost for some users - Less City control of program - Changes in availability based on partners - Reduced staffing

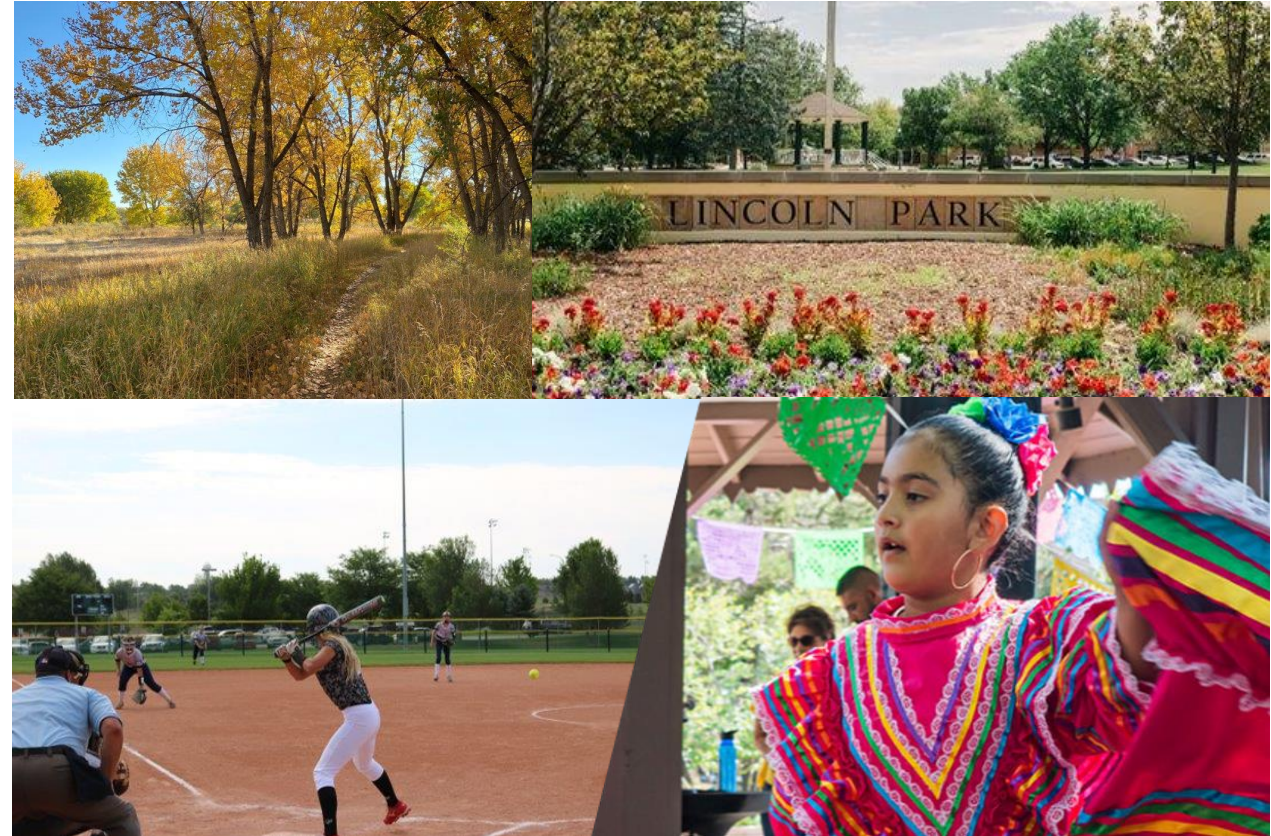
CPRD Service Level Impacts

Service	Before	After	Impact
Museum & Culture Programs	- Regular museum hours & staffing - Full exhibits & city-led programs - City produced events - Youth & educational programs	- Reduced hours & staffing - Fewer exhibits & city-led programs - Elimination of events, esp. low attendance - Reduced youth & educational programs	- Reduced access to museum services - Fewer cultural events & community gatherings - Elimination of city-produced events - Reduced opportunities for youth & educational programs
Community Events & Regional Shows	- Full event support & operational flexibility - Community & lower revenue events supported - Staffing capacity - Current facility support model	- Reduced staffing & support - Emphasis on revenue-generating events - Reduced flexibility - Inc. reliance on restructures & partners	- Reduced capacity for community events - Inc. operational pressure during peak times - Potential fee adjustments - Delayed maintenance & facility improvements



CPRD Remaining Gap with Options

- Remaining Gap: \$800K
- Why it exists: It requires more significant and visible service-level impacts
- Reductions already include:
 - Service level impacts shown reflect reductions already identified in the system
 - Represent noticeable changes in how residents currently experience services
 - Some impacts may be restored over time; others create long-term degradation of community assets
- Closing this gap requires additional service-level impacts and/or revenue decisions



CPRD Options

Option	Action	\$	Impact	Key Considerations
Accelerated Cost Recovery	- Accelerate implementation of cost recovery framework - Increase user fees to better align with cost of service & market conditions	\$500K-\$750K	- Higher costs for users esp. organized user groups with consistent or priority access - Increased costs for organized user groups, youth sports & facility users - Potential reduction in participation - Changes to long-standing fee structures & agreements	- Preserves services and access points while shifting a greater share of costs to users - Moves toward a long-term shift in funding philosophy & reduced taxpayer subsidy
Museums & City-Produced Events	- Transition museums to external operator or eliminate City role - Eliminate City-produced events (Arts Picnic, Farmers Market, Festival of Trees)	\$850K	- Loss of City-operated museums events - Elimination of City-produced events - Reduced access to cultural programming & educational opportunities - Reliance on external partners for continued service delivery	- Concentrates impact in one service area to preserve others - Introduces uncertainty in long-term consistency and access

CPRD Options

Option	Action	\$	Impact	Tradeoff
Natural Areas System Quality	- Eliminate Natural Areas planning & restoration capacity - Reduce ability to proactively manage & improve the system	\$250K	- Gradual decline in trail & system conditions over time - Increased erosion, wear, & deferred maintenance on trails - Reduced ability to address issues before they worsen - Limited ability to expand or improve the natural areas system	- Maintains current access while reducing long-term stewardship & system quality over time - Shifts from a proactive management to reactive response over time
Horticulture Program Elimination	- Eliminate horticulture program (staffing & ops) - End maintenance of flower beds & landscaped areas (Parks, FD, PD, City Bldgs)	\$391K	- Loss of seasonal & landscaped plantings - Decline in appearance of parks, facilities, & civic spaces - Landscaped areas transition toward basic maintenance levels or unmanaged conditions - Visible deterioration of spaces over time - Increased challenges maintaining landscape & appearance standards across public spaces	- Immediate and highly visible reduction in system appearance - Short term savings with increased long term restoration costs

Key Takeaways for Council

Significant Progress Achieved

Approximately **\$2.9M** of the **\$3.7M** reduction target has been identified

Remaining Decisions are Policy Choices

- Approximately **\$800K** remains to meet the target
- Options require balancing service levels, user fees, long-term stewardship, and community priorities

Community Tradeoffs

- Some reductions may be restored as resources become available
- Others, particularly deferred maintenance and reduced stewardship of public assets, become more difficult and costly to reverse over time

Council Considerations

- Discuss the options presented and provide feedback or policy direction if desired
- Consider how remaining reductions should be distributed across services
- Council may also defer direction until all departmental budget presentations have been completed

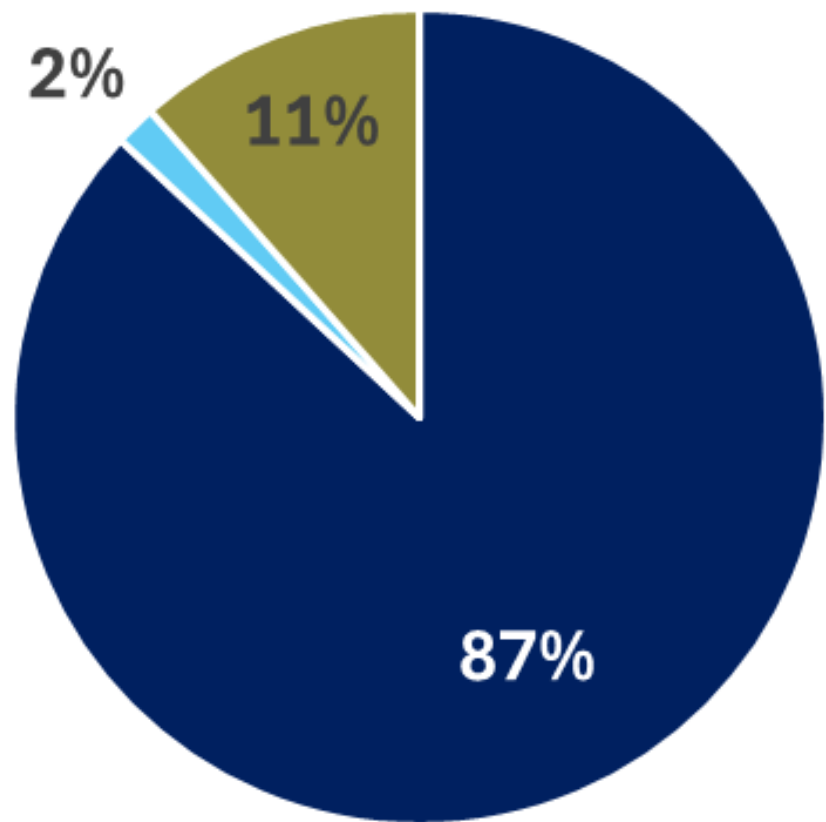


Communication and Engagement



- Total Reduction Target: 25% | \$755,779
- Identified to Date: \$755,779
- Status:
 - ☒ Target Met
 - ☐ Target Met with Strategies (e.g., revenue, efficiencies)
 - ☐ Remaining Gap: \$X.XM
- **Brief note on approach:**
 - \$651,824 in salaries and benefits
 - \$103,955 in supplies and services

Summary of Reductions



Personnel - \$651,824 (6 FTEs)

Fleet Replacement Fund - \$14,746

Purchased & Contracted Services - \$103,955

Purchased services currently provide essential surge capacity and specialized expertise that our team cannot fully replicate. Reductions to other accounts in this category are based on historical spend.



Service Level Impacts: After

*A reduction of 6 FTEs

*Elimination of budget for contracted resources.

Operational Services	Outreach & Public Engagement	Executive & Organizational Support
Shift to reactive required communications functions	Fewer outreach efforts and community touchpoints	Reduced support for presentations, scripts, and messaging
Longer turnaround times	Engagement focused on essential and required outreach activities	Elimination of contractor and overflow capacity
Simplified deliverables and reduced customization	Reduced facilitation multilingual outreach capacity	Longer response times and reduced hands-on support
Support prioritized to highest strategic initiatives only	Limited surge capacity during emergencies or controversial issues	Reduced communications support during organizational service changes
Reduced capacity for concurrent or high-visibility projects		



Impact on Tourism Services

Current State	Service Level Impacts Under Reduced Capacity
1.5 FTEs & VisitGreeley.com funded by Lodgers Tax dollars	Support for external hotel partners, businesses, and events significantly scaled back
Support for tourism work provided by C&E staff in graphics and digital teams	Weaker destination brand and visibility with reduced proactive promotion and visitor services
Support for destination branding, visitor services, hospitality partnerships, and promotion	Slower response to time-sensitive opportunities (seasonal campaigns, social trends, event partnerships)
Supports consumer trends, seasonality, events, and social media impacting promotions and timely communication to potential visitors	Potential decline in visitor attraction, conventions, and leisure travel momentum
Positively impacts the perceptions of Greeley through consistent messaging and promotion	
Strengthens the ability to attract visitors, conventions, and leisure travel while cultivating deeper hospitality relationships, better supporting community partner needs	



Key Takeaways

Reduction Target Achieved

- 25% General Fund reduction target met (\$755,779)
- Reductions concentrated primarily in personnel (6 FTEs)

Organizational Capacity Reduced

- Core communication services continue
- Reduced capacity for proactive communications, engagement, executive support, and tourism initiatives
- Greater reliance on prioritization and longer response times

Organization-Wide Impacts

- Communication & Engagement supports every City department
- Reduced staffing affects the City's ability to respond to concurrent initiatives, emergencies, organizational changes, and community engagement opportunities

Looking Ahead

- Focus resources on required communications and the City's highest-priority initiatives
- Continue delivering essential services while adapting to reduced organizational capacity



Discussion





Culture, Parks and Recreation 2027 Budget Proposal

Diana Frick, CPRD Director

Diana.frick@greeleygov.com

City Council Work Session – June 9, 2026



2027 Budget Reductions: Community Impact & Policy Decisions



- Reductions are presented through the lens of service level impacts to the community
- Analysis is grounded in:
 - Council priorities from the work session
 - Program usage and demand data
- Approach focuses on:
 - Protecting high-value, high-use services
 - Identifying where impacts can be managed relative to community use and value
- Council direction is needed on how impacts are distributed across services

Culture, Parks, and Recreation



2.71 Department Average Rating

\$20.1M General Fund

Program Ratings





Where We Are: Progress Toward Target

Total Reduction Target: \$3.7M

Identified to Date: \$2.9M

Expense Reductions: \$2.3M

New Revenue: \$608K

Remaining Gap: \$800K

Reductions to date include staffing reductions, operational restructuring, targeted revenue strategies, and service-level impacts across multiple programs.

Closing the remaining gap will require more significant and visible service-level impacts

Service Level Impacts: Parks & Forestry

Before

Regular mowing cycles
(consistently maintained
grass)

Full irrigation (green,
healthy turf)

Active tree maintenance
and response

Restrooms broadly
available and
maintained

After

Longer grass between
mowing cycles

Reduced irrigation
(more brown and
stressed turf)

Limited tree
maintenance and slower
response to issues

Fewer restrooms open
and maintained

Reduced seasonal
staffing capacity

Impact

Declining park
appearance and
cleanliness over time

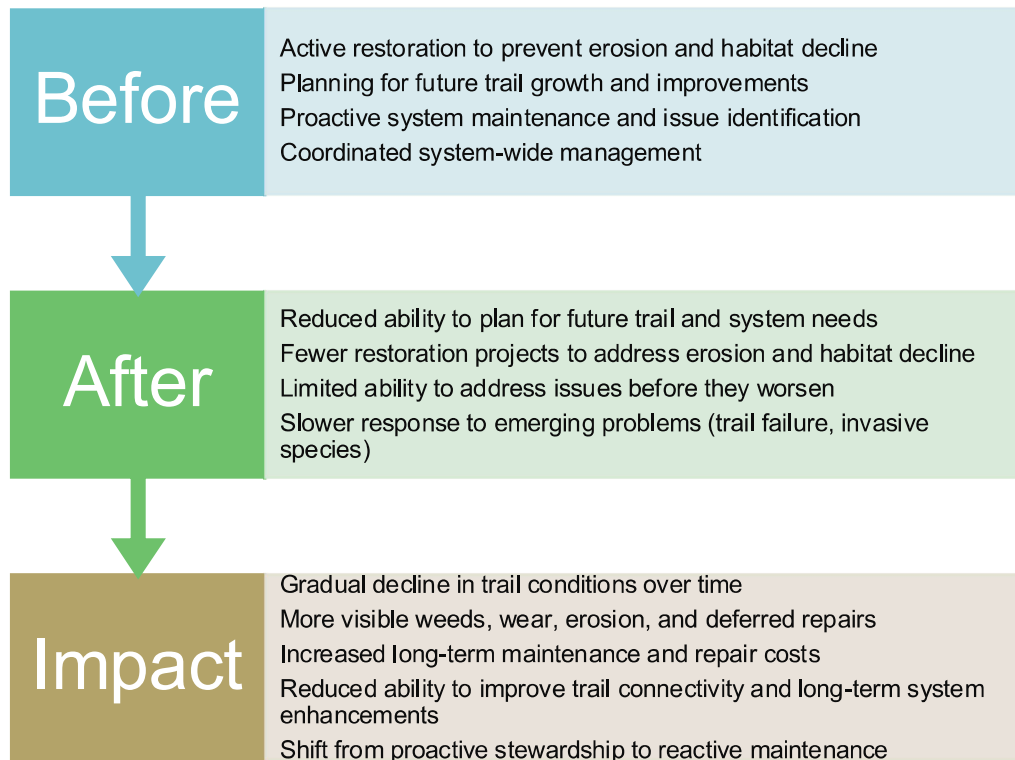
Reduced convenience
for park users

Increased wear and
deferred maintenance
across amenities

Higher long-term repair
and replacement costs



Service Level Impacts: Natural Areas





Service Level Impacts: Recreation, Youth and Aquatic Programs

Before

- Full operating hours at recreation facilities
- Broad range of City-offered programs and activities
- City-operated youth sports programming (including soccer)
- Consistent staffing and program delivery

After

- Reduced hours of operation at recreation facilities
- Fewer City-offered programs and activities
- Transition of City operated youth soccer to a private provider
- Increased reliance on external providers and partnership for program delivery
- Reduced staffing levels

Impact

- Reduced access to City-operated programs and services
- Fewer affordable recreation opportunities for residents
- Increased cost to participate for some users
- Less direct City control over program quality and access
- Potential changes in program availability based on provider decisions
- Reduced staffing levels across recreation facilities and programs

Service Level Impacts: Museum & Culture Programs



Before

- Regular museum hours and staffing
- Full exhibits and City-led programming
- City-produced events and festivals
- Youth and educational programming

After

- Reduced museum hours and staffing
- Fewer exhibits and City-led programs
- Elimination of many City-produced events, particularly those with lower attendance
- Reduced educational and youth programming

Impact

- Reduced access to museum services and programs
- Fewer cultural events and community gathering opportunities
- Elimination of City-produced events and reduced community programming
- Reduced opportunities for youth and educational engagement

Service Level Impacts: Community Events and Regional Shows

Before

- Full event support and operational flexibility
- Community and lower-revenue events supported
- Staffing capacity for scheduling and event operations
- Current facility support model

After

- Reduced staffing and operational support
- Greater emphasis on revenue-generating activity
- Reduced flexibility for lower-revenue community events
- Increased reliance on operational restructuring and partnerships

Impact

- Reduced support capacity for community events
- Increased operational pressure during peak periods
- Potential fee adjustments over time
- Delayed facility improvements and maintenance priorities



Decision Point: Remaining Gap Requires Tradeoffs

Service level impacts shown reflect reductions already identified across the system

These represent noticeable changes in how residents experience services

Even with reductions and new revenue, a \$800k gap remains. Closing the remaining gap requires either reducing service levels further or increasing user costs.

Some impacts may be restored over time; others create long-term degradation of community assets

Council direction is needed on how these impacts are distributed across services

Option 1: Accelerated Cost Recovery



Action

- Accelerate implementation of cost recovery framework
- Increase user fees to better align with cost of service and market conditions

Financial Impact

- \$500K–\$750K

Impact

- Higher costs for users particularly organized user groups with consistent or priority access
- Increased costs for organized user groups, youth sports and facility users
- Potential reduction in participation
- Changes to long-standing fee structures and agreements

Tradeoff

- Preserves services and access points while shifting a greater share of costs to users
- Moves toward a long-term shift in funding philosophy and reduced taxpayer subsidy



Option 2: Museums and City-Produced Events Exit

Action

- Transition museums to external operator or eliminate City role
- Eliminate City-produced events (Arts Picnic, Farmers Market, Festival of Trees)

Financial Impact

- \$850K

Impact

- Loss of City-operated museums and related events
- Elimination of City-produced events and festivals
- Reduced access to cultural programming and educational opportunities
- Reliance on external partners for continued service delivery

Tradeoff

- Concentrates impact in one service area to preserve others
- Introduces uncertainty in long-term consistency and access

Option 3: Natural Areas System Quality Reductions



Action

- Eliminate Natural Areas planning and restoration capacity
- Reduce ability to proactively manage and improve the system

Financial Impact

- \$250K

Impact

- Gradual decline in trail and system conditions over time
- Increased erosion, wear, and deferred maintenance on trails
- Reduced ability to address issues before they worsen
- Limited ability to expand or improve the natural areas system

Tradeoff

- Maintains current access while reducing long-term stewardship and system quality over time
- Shifts from a proactive management to reactive response over time

Option 4: Horticulture Program Elimination



Action

- Eliminate horticulture program (staffing and operations)
- End maintenance of flower beds and landscaped areas across the City (Parks, Fire and Police Stations, City Buildings)

Financial Impact

- \$391K

Impact

- Loss of seasonal color and landscaped plantings
- Decline in appearance of parks, facilities, and civic spaces
- Landscaped areas transition toward basic maintenance levels or unmanaged conditions
- Visible deterioration of maintained spaces over time
- Increased challenges maintaining landscape and appearance standards across public spaces

Tradeoff

- Immediate and highly visible reduction in system appearance
- Short term savings with increased long term restoration costs

Questions



Culture, Parks and Recreation 2027 Budget Narrative

Introduction

The Culture, Parks and Recreation Department (CPRD) is one of the City of Greeley's largest operational departments and is responsible for maintaining and operating many of the public spaces, programs, facilities, and community experiences residents interact with on a daily basis.

As Greeley continues to grow and evolve, the role of Culture, Parks and Recreation extends beyond amenities and programming alone. Parks, natural areas and trails, recreation facilities, cultural spaces, community events, and public gathering places are foundational components of quality of life, community identity, neighborhood connectivity, and long-term economic vitality. These systems influence how residents experience their community, how families connect to neighborhoods, how businesses evaluate investment, and how the city positions itself for future growth.

CPRD helps shape the daily experience of living in Greeley through:

- Parks, trails, and public spaces
- Recreation programs and community facilities
- Youth, adult and family programming
- Cultural heritage and arts experiences and community events
- Natural area stewardship and environmental preservation
- Regional gathering spaces and destination facilities

The department oversees a broad and diverse system that includes:

- Parks, Forestry, Trails, and Natural Areas
- Recreation Centers and Community Facilities
- Youth and Adult Recreation Programs
- Athletic Fields and Sports Programming
- Active Adult Services
- Museums and Cultural Programming

- Public Events and Festivals including Island Grove Regional Park and Union Colony Civic Center

The department currently operates with approximately 163.75 full-time employees and more than 300 part-time and seasonal employees who support recreation programming, aquatics, athletics, events, parks, trails and natural areas, and public spaces , museums, guest services, and seasonal operations across the system. Part-time and seasonal staff are critical to the department's operating model and directly support the City's ability to provide extended facility hours, youth programming, aquatics operations, sports programming, special events, and seasonal park and natural area maintenance.

CPRD manages an annual operating budget of approximately \$35.6 million through a combination of General Fund support, dedicated revenues, grants, sponsorships, user fees, enterprise operations, and event-related revenue. The department also generates significant earned revenue through recreation programs, facility operations, athletics, Island Grove operations, admissions, rentals, and user fees. Because of the department's size and operational diversity, reductions impact not only staffing and programs, but also visible service levels, system appearance, facility operations, and long-term asset maintenance.

Over the last three years, the department has undergone significant operational and organizational transition. During this period, CPRD focused on stabilizing operations following the impacts of the pandemic, rebuilding staffing capacity, modernizing systems, improving financial and operational transparency, and aligning services more directly with community demand and Council priorities.

The department completed a comprehensive master planning process intended to guide long-term investment decisions, operational priorities, and service delivery strategies. Additional efforts included implementation of improved performance tracking and usage data, development of a cost recovery framework, operational reviews across facilities and programs, evaluation of long-term maintenance needs, completion of a Trails Master Plan update, and efforts to better align programming, capital planning, and operational resources.

During this same period, CPRD also began addressing long-standing operational and staffing challenges that had developed over many years. A compensation and classification review identified that several operational areas within CPRD were staffed below industry and peer operational benchmarks relative to the size and complexity of the system being maintained. This was particularly evident in areas such as parks maintenance, forestry, natural areas, facility operations, and recreation programming support. While operational improvements and restructuring efforts helped improve efficiency and coordination, many services continue to operate with limited staffing depth relative to system size and service expectations. The

proposed 2027 budget reductions occur within the context of a significant citywide General Fund reduction target. CPRD's assigned reduction target is approximately \$3.7 million. Due to the scale of this reduction, impacts extend beyond administrative efficiencies and require meaningful changes to service delivery, operational standards, maintenance practices, programming, staffing, and long-term asset management.

To date, approximately \$2.9 million in reductions and revenue adjustments have been identified, leaving approximately \$800,000 in additional reductions and policy decisions still under consideration.

As part of the reductions identified to date, the department has proposed the elimination of approximately ten full-time positions through a combination of voluntary separation agreements (VSA) and involuntary reductions, contingent upon Council approval of the proposed budget. These reductions represent approximately 6% of the department's full-time workforce and span multiple operational areas across the organization. In addition, several operational areas including Parks, Natural Areas & Trails, and Museums would experience reductions or elimination of seasonal and part-time staffing support that are critical to maintenance activities, seasonal operations, programming, visitor services, and daily service delivery.

These actions are not incremental operational adjustments. They include staffing reductions, operational restructuring, reduced maintenance standards, changes in service delivery models, and measurable impacts to community-facing services. Collectively, they represent meaningful changes to programs, system appearance, staffing capacity, operational flexibility, and long-term stewardship responsibilities across the Culture, Parks and Recreation system.

While staffing reductions generate budget savings, they also reduce operational flexibility, institutional knowledge, responsiveness, and the department's ability to sustain current service expectations over time. In several operational areas, including Parks and Natural Areas & Trails staffing levels have already been identified as below industry and peer benchmarks relative to the size and complexity of the system being maintained. As a result, these reductions extend beyond efficiency improvements and contribute directly to the service level impacts outlined throughout this document.

This narrative is intended to accompany the presentation materials shared with Council in advance of the June 9, 2026, work session. Because the work session format will primarily focus on Council questions and discussion rather than a formal presentation, this document is intended to clearly describe:

- How reduction decisions were approached
- Why impacts vary across program areas

- The specific service level impacts residents are likely to experience
- How operational reductions change the appearance and condition of public assets
- The tradeoffs associated with remaining reduction options

Reduction Methodology and Distribution of Impacts

The 2027 budget reduction exercise was approached through the lens of service level impacts to the community rather than solely identifying line-item expense reductions. Given the size of the assigned reduction target, the department recognized early in the process that operational efficiencies alone would not be sufficient to meet the required reductions without meaningful impacts to programs, maintenance standards, facility operations, staffing capacity, and public-facing services.

CPRD's assigned General Fund reduction target is approximately \$3.7 million. To date, approximately \$2.9 million in reductions and revenue adjustments have been identified, leaving approximately \$800,000 in additional reductions and policy decisions still under consideration.

The reduction process incorporated several factors intended to align recommendations with Council priorities, community usage, operational sustainability, and long-term stewardship responsibilities. Areas evaluated during the process included:

- Council priority rankings established during the work session process
- Program visitation, participation, attendance, and utilization data
- Operational sustainability and staffing capacity
- Long-term impacts on physical assets and infrastructure
- Ability to restore services in future years if funding conditions improve
- Existing maintenance standards and operational expectations

Programs were evaluated using a prioritization framework that combined Council priority rankings, service tier classifications, operational impact, and financial considerations. Programs identified by Council as high priority and demonstrating consistently high community use were generally more protected than programs with lower usage, lower strategic alignment, or higher subsidy levels per participant. However, due to the scale of the required reduction, no major operational area was able to avoid impacts entirely.

The department also differentiated between reductions that primarily impact programming and those that impact physical assets and infrastructure. Programming reductions, while difficult, may be restored more easily in the future if funding conditions improve. In contrast, reductions affecting parks, trails, landscaped areas, forestry operations, natural areas, irrigation systems, and facility maintenance create long-term degradation of public assets that become increasingly costly to restore over time. This distinction significantly influenced the department's approach to reduction distribution.

In many cases, the reduction exercise required balancing immediate community expectations against long-term system sustainability. Reductions to operating dollars within parks, forestry, horticulture, irrigation, natural areas, and facility operations directly impact maintenance frequency, appearance standards, system responsiveness, and long-term asset condition. These reductions are not theoretical. Residents will experience visible changes in turf quality, mowing cycles, restroom availability, landscaped areas, noxious weed pressures, trail conditions, tree maintenance, and the overall appearance and condition of public spaces.

Deferred maintenance and reduced operational standards also compound over time. As service levels decline, systems move from proactive maintenance toward reactive maintenance. This results in higher long-term repair and replacement costs and reduces the department's ability to preserve community assets at current standards.

Attendance, visitation, and participation data also played a significant role in the reduction process. Programs and events with lower attendance or high subsidy levels per participant generally absorbed deeper reductions than programs demonstrating consistently high usage and broad community demand. At the same time, the department recognized that some lower-attendance programs still provide community value, identity, and access to specialized user groups. The resulting recommendations therefore reflect not only attendance data, but also operational sustainability and the department's ability to continue subsidizing programs at current levels.

Recreation facilities and programs generally received higher Council priority rankings and demonstrate consistently high community usage. As a result, recreation services were more protected than some other operational areas. However, the scale of the reduction target still requires meaningful impacts to recreation programming, staffing, operating hours, and City-operated service delivery.

Cultural services, including museums and City-produced events, experienced deeper reductions due to a combination of lower Council prioritization rankings, lower attendance across several programs and events, and high subsidy levels relative to participation. In several cases, events identified for reduction cost significantly more to produce than the level of participation they

generate. However, these reductions still represent meaningful losses to community identity, programming diversity, educational opportunities, and community gathering spaces.

Revenue generation and future cost recovery adjustments were also considered as potential alternatives to deeper service reductions. However, the department's formal cost recovery study and framework were only recently completed and reviewed after the initial reduction targets and budget submissions had already been developed.

As a result, the submitted reduction package does not fully rely on or implement recommendations from the cost recovery study. Instead, the study will serve as an important policy and decision-making tool moving forward as Council evaluates future fee structures, subsidy levels, and alignment between user benefit and taxpayer support.

The department's preliminary analysis identified several recreation, athletics, and facility operations where current fee structures do not align with operating costs, maintenance obligations, or market conditions. In cases where services primarily benefit organized or defined user groups rather than the community as a whole, future revenue adjustments may provide an alternative to deeper service reductions or elimination.

The reduction strategy also recognized that several operational areas had already experienced years of constrained staffing and operating resources prior to this exercise. In multiple divisions, staffing levels, maintenance cycles, and operational standards were already below industry recommendations relative to the size and complexity of the system being maintained. As a result, additional reductions often move beyond efficiency-based adjustments and into measurable declines in appearance, responsiveness, program availability, maintenance standards, and long-term system quality.

The reductions identified to date are not incremental operational adjustments. They represent measurable reductions in:

- Service availability and operating hours
- Programming capacity and event delivery
- Maintenance frequency and responsiveness
- Irrigation, turf quality, noxious weed pressure, and landscaped appearance
- Trail restoration and long-term natural area stewardship
- Staffing capacity and operational flexibility
- City-operated recreation and cultural programming
- Long-term asset management and preservation

The distribution of reductions is therefore not equal across all divisions or programs. Larger reductions occur within Parks, Forestry, and Natural Areas & Trails due to the operational scale and cost of maintaining physical systems and public spaces. Recreation services, while more protected due to higher Council priority rankings and community usage, still experience meaningful impacts to staffing, hours, programming, and City-operated services. Cultural services, including museums and events, experienced deeper reductions due to lower attendance levels, cost recovery challenges, and prioritization outcomes.

The following table summarizes the prioritization framework used during the reduction process, including Council priority rankings, service tier classifications, operational impact considerations, and resulting budget reductions by program area.

Program Area	Council Priority (1–7)	Service Tier	Impact Level	Current Budget	New Budget Level	Reduction
CPRD Administration	5	Protect	High	\$1,222,908	\$1,066,673	\$156,235
UCCC	4	Reduce	Moderate	\$1,248,536	\$992,658	\$255,878
Museums	2	Restructure	High	\$1,298,983	\$966,345	\$332,638
Special Events	4	Reduce	Moderate	\$234,117	\$116,590	\$117,527
Culture Administration	3	Reduce	Moderate	\$164,158	\$81,751	\$82,407
Island Grove	4	Restructure	Moderate	\$1,395,932	\$1,157,604	\$238,328
Natural Areas	3	Reduce	Moderate	\$1,175,504	\$830,841	\$344,663
Park Operations	3	Reduce	Moderate	\$3,348,857	\$2,853,403	\$495,454
Forestry	3	Reduce	Moderate	\$1,676,623	\$1,351,737	\$324,886
Athletic Fields	6	Protect	Low	\$1,326,546	\$1,141,638	\$184,908
Capital Planning	5	Protect	High	\$113,439	\$113,439	\$0
Family FunPlex	6	Protect	High	\$1,310,352	\$1,139,448	\$170,904

Program Area	Council Priority (1–7)	Service Tier	Impact Level	Current Budget	New Budget Level	Reduction
Facility Maintenance	5	Protect	High	\$1,081,206	\$1,081,206	\$0
Greeley Recreation Center	6	Protect	High	\$969,659	\$833,505	\$136,154
Rodarte Community Center	6	Protect	High	\$910,223	\$811,226	\$98,997
Active Adult Center	6	Protect	Moderate	\$527,985	\$450,598	\$77,387
Ice Haus	6	Restructure	Moderate	\$374,528	\$291,070	\$83,458
Outdoor Pools	6	Restructure	High	\$216,449	\$166,494	\$49,955
Adaptive Programs	6	Protect	High	\$127,108	\$127,108	\$0
Sports Programs	6	Restructure	Moderate	\$178,021	\$114,607	\$63,414

Parks, Forestry, and Natural Areas

The largest concentration of reductions within the department occurs in Parks, Forestry, and Natural Areas & Trails. Combined, these areas account for more than \$1.1 million in identified reductions. These reductions are significant because they directly affect the maintenance, appearance, condition, and long-term sustainability of public assets residents use every day.

Unlike some program reductions that may be restored more easily in future years, reductions within parks and natural areas systems result in long-term degradation that compounds over time. Deferred maintenance and reduced operational standards create visible impacts immediately while also increasing future repair and replacement costs.

Park Operations

Park Operations absorbed approximately \$495,000 in reductions. These reductions directly impact the City's ability to maintain current park standards across the system.

Residents will experience:

- Longer grass between mowing cycles
- More brown and stressed turf due to reduced irrigation
- Reduced weed management and fertilization
- Fewer restroom facilities open and less consistently maintained
- Reduced trash collection frequency
- Slower response to maintenance concerns and park repairs
- Decline in overall park appearance and cleanliness

The reduction strategy moves the system away from proactive maintenance and toward a more reactive model where issues are addressed later and less frequently. While parks will remain open and operational, residents should expect a visible decline in maintenance standards across neighborhood parks, community parks, medians, trail corridors, and other public spaces.

The reduction in irrigation, chemical treatment, fertilization, and turf maintenance also creates long-term impacts to field and turf quality. Areas currently maintained at a high standard will gradually deteriorate, increasing future restoration costs and reducing the lifespan of park infrastructure and landscapes.

Operational reductions also reduce the department's flexibility to respond to weather events, heavy park usage, vandalism, irrigation failures, and seasonal maintenance demands. Existing staffing levels were already operating below industry recommendations relative to the size of the park system, meaning these reductions move beyond operational efficiencies and into measurable service degradation.

Forestry

Forestry absorbed approximately \$325,000 in reductions. These reductions significantly impact tree maintenance, risk management, and long-term urban canopy preservation.

Residents will experience:

- Longer response times for tree trimming and maintenance
- Delays in removal of hazardous or damaged trees
- Reduced proactive pruning cycles

- Slower response to storm damage and tree-related concerns
- Decline in overall tree health over time
- Code compliance issues

The urban forest is a long-term asset that requires consistent maintenance cycles to remain healthy and safe. Reduced pruning and preventative maintenance increase long-term risk and future replacement costs. Delayed maintenance also increases the likelihood of emergency response situations rather than planned maintenance work.

The department is also closely monitoring the long-term threat of Emerald Ash Borer and other tree-related impacts that may require significant operational response in future years. Reduced staffing and operational capacity limit the department's ability to proactively prepare for large-scale forestry challenges.

Natural Areas & Trails

Natural Areas & Trails absorbed approximately \$345,000 in reductions. Unlike parks, many of these impacts are less immediately visible to the public but create substantial long-term system impacts.

The proposed reductions eliminate planning and restoration capacity that supports long-term system stewardship and sustainability. While maintenance staffing remains largely intact initially, the division's ability to proactively manage erosion, habitat restoration, trail rehabilitation, invasive species response, and long-term planning is significantly reduced.

Residents will experience:

- Significant failures along the Poudre River Trail within the next 1-3 years
- Continued decline in trail conditions in an aging system halfway through its useful life, already behind on capital replacement
- Increased noxious weed pressure along trails, in natural areas, and along private property lines
- Increased erosion and deferred trail repairs
- Reduced restoration work along trails and in natural areas
- Few restrooms in natural areas and along trail corridors
- Reduced ability to expand or improve the trail and natural areas system

The most important distinction within Natural Areas & Trails is that the system shifts from proactive management to reactive management. Problems that are currently addressed early and strategically will instead remain unresolved longer, creating larger and more expensive future repairs. And unlike programs that can be restarted when funding increases, critical operations like restoration can take years to recover. Some noxious weed species can produce up to a million seeds per plant, with some remaining viable in the seedbank for 100 years. One missed year of holding back the tide of invasive species can take a decade or longer to return to original conditions. The reductions also limit the department's ability to plan for future growth, trail connectivity, and restoration efforts tied to long-term community development and environmental goals. Like the Parks division, existing staffing levels were already operating below industry recommendations relative to the size of the natural areas system, meaning these reductions move beyond operational efficiencies and into measurable service degradation.

While residents may not immediately experience dramatic changes in Natural Areas and along the trail corridors during the first year, the cumulative effect over time is a steady decline in trail quality, restoration capacity, environmental management, and long-term system sustainability. In addition, the missed opportunities for open space land acquisition and trail system expansion will reverberate in the community for years to come.

Overall System Impact

Collectively, the reductions across Parks, Forestry, and Natural Areas & Trails represent a substantial shift in service level expectations for the community.

Residents should expect:

- Reduced maintenance standards
- More visible deterioration of public spaces
- Slower operational response times
- Reduced system appearance and cleanliness
- Increased deferred maintenance
- Declining trail and landscape conditions over time

These reductions do not eliminate services entirely. Parks remain open, trails remain accessible, and basic maintenance continues. However, the overall quality, appearance, responsiveness, and long-term sustainability of the system will decline under the proposed operational model.

This represents one of the most significant long-term impacts within the overall reduction strategy because physical asset degradation compounds over time and requires substantial future reinvestment over multiple years to restore.

Recreation Services

Recreation Services were generally more protected during the reduction process than several other operational areas due to consistently high community usage, strong alignment with Council priorities, and the broad community benefit provided through recreation facilities and programs. Recreation centers, athletics, youth programming, aquatics, and community-based recreation services serve a large portion of the community across multiple age groups and demographics.

However, despite receiving higher prioritization rankings, the scale of the overall reduction target still requires meaningful reductions to recreation staffing, operating hours, programming capacity, and City-operated service delivery.

The Recreation division includes:

- Family FunPlex
- Greeley Recreation Center
- Rodarte Community Center
- Active Adult Center
- Youth, Family, Adult and Active Adult Programming
- Summer and Out of School Camps
- Anna Gimmestad
- Ice Haus
- Centennial Pool
- Discovery Bay
- Athletics and Sports Programming
- Athletic Fields
- Adaptive & Inclusive Recreation Programs

Collectively, these areas account for hundreds of thousands of annual visits, program registrations, rentals, and community interactions each year. The reductions identified within Recreation attempt to preserve core operations and facility access where possible while reducing staffing, programming levels, and operational support.

Recreation Facilities

Reductions across recreation facilities impact operating hours, staffing levels, programming capacity, and operational flexibility.

Residents will experience:

- Reduced facility operating hours
- Fewer available recreation programs and classes
- Reduced staffing presence within facilities
- Reduced flexibility in scheduling and operations
- Longer wait times or reduced responsiveness during peak usage periods
- Increased reliance on part-time staffing and operational adjustments

While facilities remain operational, the overall user experience is expected to decline as staffing and operational resources are reduced. Programs with lower participation or higher operational costs may be eliminated or consolidated in order to preserve higher-demand services.

The reductions also limit the department's ability to expand programming or respond to emerging community demand and industry trends in future years.

Athletics and Sports Programming

Athletics and sports programming experienced both operational reductions and proposed service delivery changes.

One of the most significant changes is the proposed transition of City-operated youth soccer programming to a private provider model. Under this approach, the City's role shifts from direct program operator to facility provider and partner.

Residents will experience:

- Reduced City-operated sports programming
- Increased reliance on private organizations for youth sports delivery
- Potential increases in participation costs depending on provider pricing

- Reduced direct City oversight of program access, scheduling, and affordability
- Changes to long-standing recreation service models

The intent of this transition is to preserve youth sports opportunities while reducing direct City operational costs. However, this also changes how residents access services and reduces the City's direct control over program quality, affordability, and operational priorities.

Athletic field operations also experienced reductions despite higher Council prioritization scores. These reductions impact maintenance standards, field conditions, operational support, and long-term field quality. The department attempted to protect athletic field operations relative to other park assets due to heavy usage and organized sports demand, but meaningful impacts still occur.

Recreation Cost Recovery and User Fees

The department also evaluated long-term recreation cost recovery and subsidy levels during the reduction process.

Several recreation programs and athletic facilities currently operate with fee structures that do not align with current operating costs, maintenance obligations, or market conditions. This is particularly evident in areas with concentrated or priority use by organized user groups.

For example, operations at the Youth Sports Complex currently cost the City more than \$400,000 annually, while revenues generated from primary user agreements are significantly lower than the actual cost of operation and do not account for long-term capital replacement needs.

While the recently completed cost recovery study was not used to establish the submitted reduction targets, the study reinforces the need for future policy discussions related to:

- User fees
- Subsidy levels
- Cost recovery expectations
- Community benefit versus individual user benefit
- Long-term sustainability of recreation operations

Future fee adjustments may provide alternatives to deeper service reductions; however, increased fees also create affordability concerns and may impact participation levels for some residents and organizations.

Aquatics and Ice Operations

Outdoor Pools and Ice Haus operations both experienced reductions despite strong community interest and seasonal demand.

Residents may experience:

- Reduced program offerings
- Reduced staffing levels
- Shortened operational flexibility
- Reduced seasonal programming capacity
- Increased operational strain during peak demand periods

These facilities are operationally intensive and rely heavily on part-time and seasonal staffing. Reductions in these areas reduce the department's ability to maintain current service levels, scheduling flexibility, and program expansion opportunities.

Rodarte Community Center

Rodarte Community Center received smaller direct reductions relative to several other recreation facilities in an effort to protect community access and neighborhood-based services. However, reduced funding and staffing levels still create meaningful operational impacts.

Residents may experience:

- Reduced staffing levels and operational support
- Reduced flexibility in program scheduling and facility operations
- Fewer program offerings or reduced program frequency
- Reduced capacity to respond to emerging community needs
- Reduced ability to expand youth and family programming

Rodarte serves an important role as a community-based facility supporting youth, families, and neighborhood connections. While reductions were intentionally limited compared to other areas, residents should still expect changes in service levels and overall operational flexibility.

Active Adult Center

The Active Adult Center also received smaller direct reductions in recognition of its role in supporting community wellness, social connection, and services for older adults. While core services are preserved, reductions in staffing and operational resources still affect service delivery.

Residents may experience:

- Reduced staffing levels and support capacity
- Reduced flexibility in scheduling and programming
- Fewer classes, activities, or program offerings over time
- Reduced ability to introduce new programs or expand existing services
- Longer response times or reduced operational responsiveness

The reduction strategy sought to preserve access and core programming for older adults while limiting direct service elimination. However, reduced staffing capacity still impacts the overall level of service residents experience.

Adaptive Recreation

Adaptive Recreation Programs were prioritized for protection during the reduction process due to their importance in providing inclusive recreation opportunities for residents with disabilities and specialized needs.

While Adaptive Recreation did not receive direct budget reductions during this phase, broader reductions across staffing, facilities, and recreation support services still affect operational flexibility and the department's ability to expand and respond to future needs.

Overall Recreation Impact

Collectively, the Recreation reductions do not eliminate core recreation services, but they significantly change how services are delivered and experienced by the community.

Residents should expect:

- Reduced access to City-operated programming
- Reduced operating hours and staffing
- Increased reliance on external providers
- Potential increases in user fees over time
- Reduced operational flexibility and program growth
- More limited ability to expand services to meet future community demand

The overall strategy within Recreation was to preserve the existence of core services while reducing operational capacity, staffing, and direct City delivery where possible. While this

approach avoids full facility closures, it still represents a meaningful reduction in service levels and community access compared to current operations.

Culture Services: Museums, Events, and Community Cultural Programming

Cultural Services experienced some of the deepest proportional reductions within the department due to a combination of lower Council prioritization rankings, lower attendance across several programs and events, operational subsidy levels, and the scale of the overall budget target.

The Cultural Services division includes:

- Greeley History Museum
- Centennial Village Museum
- Meeker House and White Plumb Farm
- City-produced festivals and special events
- Community cultural programming
- Museum exhibits and educational programming
- Event operations and support services

While some cultural programs and events serve smaller audiences compared to recreation or parks operations, these services still contribute significantly to community identity, education, tourism activity, downtown activation, and quality of life.

The proposed reductions fundamentally change the City's role in museum operations and cultural event delivery.

Museums

Museum operations absorbed approximately \$333,000 in reductions and shift toward a significantly reduced operating model.

Under the proposed reduction structure:

- Museum operating hours are significantly reduced
- Staffing capacity is reduced
- Exhibits and programming are reduced
- Research access is reduced

- Collection acquisition and expansion activities are largely paused
- Community event programming is significantly reduced
- Operations become increasingly reliant on volunteers and limited staffing capacity

The proposed model shifts museums away from active community programming and toward a more preservation-focused operating structure.

Residents will experience:

- Fewer open hours and reduced public access
- Fewer exhibits and rotating displays
- Reduced educational programming for youth and families
- Reduced research and archival access
- Elimination of several museum-led events and community programs
- Less activation of museum spaces and surrounding areas

The reductions also significantly limit the department's ability to expand museum programming, pursue new exhibits, or continue rebuilding attendance following pandemic-related operational impacts.

The operational model proposed under these reductions is not intended to maintain the current level of museum service delivery. Instead, it preserves basic operations while substantially reducing community-facing programming and staffing capacity.

City-Produced Events and Festivals

Special Events and community cultural programming also experienced significant reductions. Many City-produced events identified for reduction have relatively low attendance compared to the operational cost required to produce them. In several cases, staffing, operational logistics, permitting, security, setup, teardown, and ongoing support costs significantly exceed participation levels.

However, the reductions are not limited only to low-attendance events. The proposed reductions also include elimination of several long-standing community events and festivals that are well known within the community but remain expensive to operate under current funding levels.

Programs and events impacted include:

- Halloween programming

- Baby Animal Days
- Festival of Trees
- Additional smaller community events and activations

Residents will experience:

- Fewer free and low-cost community events
- Fewer opportunities for community gathering and cultural engagement
- Reduced family-oriented cultural programming
- Reduced seasonal programming and event variety

The reduction strategy reflects the department's inability to continue subsidizing event operations at current levels while also meeting broader citywide reduction targets.

Community Impact

The impacts to Cultural Services are broader than attendance numbers alone.

Museums and community events contribute to:

- Community identity and character
- Downtown and neighborhood activity
- Educational opportunities
- Family and youth engagement
- Volunteerism and nonprofit partnerships
- Community gathering opportunities

The proposed reductions substantially reduce the City's direct role in providing and operating these experiences. While some services or events may continue through external organizations, partnerships, sponsors, or nonprofit efforts, the City's operational role and staffing support are significantly reduced under the proposed model. As a result, the long-term sustainability, consistency, and accessibility of these programs becomes less certain.

Overall Cultural Services Impact

Collectively, the reductions within Cultural Services represent a substantial restructuring of how museums, events, and community cultural programming are delivered in Greeley.

Residents should expect:

- Significantly reduced museum operations
- Fewer City-produced events and festivals
- Reduced educational and youth programming
- Reduced access to cultural experiences and programming
- Increased reliance on external partners to sustain cultural offerings

Unlike some recreation or operational reductions that primarily reduce service levels, the Cultural Services reductions represent a more structural change in the City's role as a direct provider of cultural programming and community events.

Community Events and Regional Facilities: Island Grove and UCCC

Community Events and Regional Facilities include operations at Island Grove Regional Park and the Union Colony Civic Center (UCCC). These facilities serve as major community gathering spaces and regional event venues and support a combination of community programming, nonprofit partnerships, entertainment, trade shows, youth activities, rentals, and regional events.

Both facilities generate revenue through rentals, admissions, concessions, partnerships, and event activity; however, neither facility operates without subsidy support due to the operational complexity and public-service nature of the facilities.

The reduction strategy within these areas focused on preserving core facility operations while reducing staffing, operational flexibility, event support capacity, and direct operational expenditures where possible.

Island Grove Regional Park

Island Grove absorbed approximately \$238,000 in reductions and restructuring efforts.

Unlike several other divisions, a significant portion of the Island Grove strategy relies on operational restructuring and revenue generation rather than direct elimination of services. However, operational impacts still occur.

Island Grove serves multiple functions simultaneously:

- Regional event venue
- Fairgrounds and community gathering space
- Agricultural and trade event facilities
- Youth and community event/sport space

- Rental and entertainment venue
- Public park and community assets

The facility also operates with aging infrastructure, high maintenance demands, and event-related operational costs that fluctuate significantly throughout the year.

The reduction strategy includes:

- Increased focus on revenue generation
- Operational restructuring
- Reduction in staffing and operational flexibility
- Greater reliance on event-generated revenue and partnerships
- Evaluation of operational models for concessions and event support

Residents and users may experience:

- Reduced staff support during events
- Reduced operational flexibility for smaller community events
- Increased rental or operational costs for some users
- Reduced capacity to support lower revenue events
- Delayed maintenance and infrastructure improvements

The operational model also increasingly prioritizes financial sustainability and revenue performance when evaluating event support and facility usage. This may create challenges for smaller community events or activities that generate limited revenue but still require substantial operational support.

The reductions also occur within the context of ongoing infrastructure and facility challenges at Island Grove. Deferred maintenance and aging infrastructure continue to place operational pressure on the facility, and reduced operating flexibility limits the department's ability to proactively address facility issues.

Union Colony Civic Center (UCCC)

UCCC absorbed approximately \$256,000 in reductions.

The UCCC is a unique facility within the department because it serves both as a performing arts venue and as a community-access facility supporting nonprofits, schools, local organizations, touring performances, and community events.

The reduction strategy attempts to preserve core facility operations while reducing operational capacity and support services.

Residents and user groups may experience:

- Reduced staffing and operational support
- Reduced flexibility in scheduling and event operations
- Reduced support for lower-revenue community events
- Increased operational pressure during peak programming periods
- Potential increases in rental or operational costs over time

The UCCC historically operates with significant community benefit rather than full cost recovery. Many community organizations, schools, and nonprofits utilize the facility at rates that do not fully offset operational costs. While this aligns with the facility's public purpose, it also creates operational subsidy pressure during periods of budget reduction.

The department attempted to avoid reductions that would eliminate core operations or substantially reduce facility access. However, reduced staffing and operational support still impact the level of service users receive and limit operational flexibility.

Revenue, Cost Recovery, and Community Expectations

Both Island Grove and UCCC highlight the broader challenge of balancing public-service expectations with operational sustainability.

These facilities provide substantial community value through:

- Community gathering space
- Economic activity
- Regional tourism and visitation
- Nonprofit and community partnerships
- Arts, entertainment, and cultural programming
- Agricultural and trade event support
- Youth and educational programming

At the same time, both facilities require ongoing operational subsidy support to maintain current service expectations and operational standards. The department's reduction strategy

attempts to preserve the existence and availability of these facilities while increasing focus on operational sustainability, revenue generation, and cost control.

However, preserving operations under reduced funding conditions also means:

- Reduced operational flexibility
- Reduced staffing support
- Increased pressure to prioritize revenue-generating activity
- Reduced ability to subsidize lower-revenue community events
- Greater reliance on partnerships and external support

Overall Impact

Collectively, reductions within Island Grove and UCCC do not eliminate facility operations, but they change how these facilities operate and how services are delivered to the community.

Residents and user groups should expect:

- Reduced operational support
- Increased financial pressure on facility operations
- Greater emphasis on revenue performance
- Reduced flexibility for community-based or lower-revenue events
- Delayed maintenance and infrastructure improvements
- Increased operational strain during high-demand periods

The overall strategy within these facilities was to preserve access and core operations while reducing operational capacity and increasing focus on long-term financial sustainability.

Remaining Gap and Additional Policy Decisions

Despite the reductions identified to date, approximately \$800,000 in additional reductions or revenue adjustments remain unresolved within the department's assigned target.

At this stage of the process, the remaining options are not incremental operational efficiencies. The department has largely exhausted reductions that can be achieved without significant additional impacts on service levels, staffing, operational standards, user costs, or long-term asset conditions.

The remaining options presented to Council represent broader policy decisions regarding:

- The City's role in service delivery
- Long-term subsidy levels
- User fee philosophy and cost recovery
- Preservation of physical assets and maintenance standards
- The balance between community-wide benefit and direct user benefit

Several of the remaining options intentionally concentrate impacts within a specific service area in order to preserve service levels elsewhere in the system. Other options shift costs to users or reduce long-term maintenance and restoration capacity.

Each option carries different operational, financial, and community impacts. The following sections outline the primary options currently identified to close the remaining budget gap.

Option 1: Accelerated Cost Recovery and User Fee Adjustments

This approach would reduce General Fund subsidy levels by increasing user fees and accelerating implementation of future cost recovery strategies across recreation programs, athletics, facility rentals, and organized user group agreements.

The estimated financial impact is approximately **\$500,000–\$750,000 annually**, depending on implementation timing and phase-in strategy.

Rather than a one-time fee increase, this represents a multi-year shift in funding philosophy. The approach moves recreation, athletics, and organized use toward a model where a greater share of operating costs are supported by participating users rather than the general taxpayer.

Services and facilities would largely remain in place; however, a greater portion of operating costs would shift to individuals and organized groups receiving concentrated benefit from specific programs, facilities, or services.

Major fee adjustments would likely require phased implementation over multiple years to reduce financial disruption and allow time for transition planning.

Potential impacts include:

- Increased participation and registration fees
- Increased facility rental rates
- Increased costs for organized user groups
- Affordability concerns for some residents and organizations
- Changes to long-standing expectations regarding public subsidy levels

The central policy question is not simply whether fees should increase, but to what extent recreation, athletics, and organized use should continue to be subsidized through the General Fund versus funded more directly by participating users.

This approach preserves most existing services and facilities but represents a long-term change in how recreation services are funded and sustained.

Option 2: Museums and City-Produced Events Exit

This approach would eliminate or transition the City's direct operational role in museums and City-produced events and represents approximately \$850,000 in additional reductions.

The proposal goes beyond the reductions already identified within Cultural Services and represents a fundamental shift in the City's role in delivering museum operations, cultural programming, and community events.

Programs and operations potentially impacted include:

- Greeley History Museum
- Centennial Village Museum
- Arts Picnic
- Farmers Market
- Additional community cultural events and activations
- Museum staffing, programming, and operational support
- Event staffing and City-led cultural programming activities

Residents could experience:

- Transition or significant reduction of City-operated museum services
- Elimination of City-produced events and festivals
- Reduced educational and youth programming
- Reduced access to community cultural experiences
- Reduced downtown and community activation
- Increased reliance on nonprofit organizations or private partners to sustain cultural offerings

Some programs and events identified for reduction have lower attendance and high subsidy levels relative to participation. However, the impacts extend beyond lower-attendance programs and would also affect several long-standing and community-supported offerings that remain expensive to operate under current funding levels.

The primary advantage of this approach is that it intentionally concentrates reductions within one service area, allowing higher service levels to be maintained elsewhere across the department.

In practical terms, the City would move away from direct operation of museums and cultural programming and rely more heavily on nonprofit organizations, partnerships, sponsors, volunteers, and external operators to sustain these services.

While that transition could create opportunities to access funding sources, grants, sponsorships, partnerships, and operational flexibility that are often more difficult within a municipal structure, it also introduces uncertainty related to long-term sustainability, consistency, accessibility, and operational capacity.

The central policy question is the extent to which the City should continue serving as a direct provider of museums, cultural programming, and community events versus supporting those services through external partnerships and alternative delivery models.

Option 3: Natural Areas System Quality Reduction

This approach provides approximately \$250,000 in additional reductions through further reductions to Natural Areas planning, restoration, and long-term stewardship activities. This option functionally eliminates the Natural Areas & Trails division, except for basic maintenance of the trail system, provided by the Parks division.

Unlike some operational reductions that create immediate visible impacts, the effects of the elimination of this City function will result in both short-term and long-term impacts to the condition, resilience, and sustainability of the natural areas and trail system over time. Stopping the momentum created since 2019 when the division was created will also result in many missed opportunities for Greeley to become and remain a more walkable, desirable, and connected city.

Areas impacted could include:

- Trail restoration and rehabilitation activities
- Erosion mitigation efforts
- Habitat and environmental restoration work
- Long-range planning and stewardship efforts
- Invasive species management
- System improvement and trail connectivity planning
- Capacity to proactively address emerging environmental and trail issues

Residents would likely continue to experience access to trails and natural areas in the near term. Over time, however, the community could experience:

- Continued decline in trail conditions as system nears the end of useful life of existing system.
- Increased noxious weed pressures, with no ability to restore sites to a sustainable, healthy condition.
- No ability to coordinate and manage internal and external utility and other projects crossing City natural areas and trails, resulting in significant degradation in site condition after projects are completed.
- Increased delays in the expansion of the City's trail system, with 95 miles of trails to complete build-out. Over 100 years to complete build-out of City trail system.
- Increased erosion and trail wear
- More deferred maintenance and delayed repairs
- Reduced restoration activity across natural areas
- Reduced ability to improve or expand the trail system

- Higher long-term repair and rehabilitation costs
-

This approach shifts the Natural Areas system further away from proactive stewardship and toward a more reactive model where issues are addressed later and often at greater cost.

While these impacts may not be immediately visible in the same way as reductions to parks maintenance or horticulture, the cumulative effect over time is a gradual and significant decline in trail and natural lands conditions, environmental management, and overall system quality.

The reductions also limit the City's ability to continue advancing future trail connectivity, restoration projects, and important land acquisition efforts that support growth, recreational access, and community expectations.

Natural areas also present a unique consideration because once land is developed, opportunities for preservation, restoration, or future connectivity can become increasingly difficult or impossible to recreate. While community perspectives vary regarding the role of conservation, numerous statistically valid City polls continually demonstrate significant support from Greeley residents who place value on maintaining access to natural spaces, trails, wildlife habitat, and the environmental character these areas provide.

The primary advantage of this approach is that it avoids immediate closure of facilities or elimination of public access. The disadvantage is that degradation occurs gradually and can become significantly more expensive and difficult to reverse in future years.

The broader policy question is whether short-term operational savings outweigh long-term stewardship, trail quality, and preservation of natural assets within the community.

Option 4: Horticulture Program Elimination

This approach eliminates the horticulture program entirely and represents approximately \$391,000 in additional reductions.

The horticulture program maintains landscaped areas, flower beds, seasonal color displays, ornamental plantings, and enhanced landscape features throughout parks, civic spaces, public buildings, medians, gateways, and public safety facilities.

Areas impacted could include:

- Seasonal flower planting and maintenance
- Decorative landscape maintenance
- Civic landscape enhancements

- Ornamental planting upkeep
- Seasonal color displays
- Enhanced maintenance standards across highly visible public spaces

Residents would experience:

- Immediate and visible decline in the appearance of parks and civic spaces
- Elimination of seasonal flowers and landscape displays
- Reduced maintenance of gateways and highly visible corridors
- More unmanaged landscaped areas
- Reduced visual quality across public facilities and community spaces

Unlike several other reduction approaches that create impacts gradually over time, the effects of this proposal would be immediate and visible throughout the community.

Landscaped areas currently maintained to enhanced standards would transition toward basic maintenance levels or unmanaged conditions. Over time, deterioration of these spaces could increase restoration costs and reduce the overall appearance and quality of public assets.

While parks and facilities would remain open and accessible, the community experience associated with these spaces would change. Landscaped areas and civic spaces often contribute to first impressions, neighborhood character, and overall community identity.

The primary advantage of this approach is that it achieves substantial operational savings without directly eliminating recreation facilities or reducing access to parks and public spaces. The disadvantage is a highly visible decline in community appearance and reduced maintenance of some of the most prominent public-facing areas across the city.

The broader policy question is whether enhanced landscape standards and community beautification should be maintained as part of the City's service model or reduced in order to preserve other operational services elsewhere in the department.

Closing and Council Policy Direction

The options outlined above represent the primary remaining approaches currently identified to address the approximately \$800,000 gap remaining within the department's assigned reduction target.

These approaches are not mutually exclusive and may be implemented individually or combined depending on Council direction, funding priorities, and how impacts are distributed across the community.

Each approach carries different operational, financial, and community consequences:

- Some shift costs from the general taxpayer to direct users
- Some concentrate impacts within a specific service area to preserve services elsewhere
- Some reduce long-term stewardship and maintenance of community assets
- Some create immediate and highly visible impacts to residents and public spaces

At this stage of the process, the remaining decisions are no longer primarily operational in nature. They represent broader policy choices regarding:

- The City's role in direct service delivery
- Long-term subsidy philosophy
- User fee and cost recovery expectations
- Preservation of public assets and system quality
- Community expectations regarding programs, events, parks, trails, and facility operations

The reductions identified to date already represent meaningful changes to service levels, operational capacity, maintenance standards, staffing, and long-term system sustainability. Additional reductions beyond this point will result in increasingly visible impacts to residents, user groups, and the overall quality and condition of community services and assets.

It is also important to recognize that not all impacts carry the same long-term consequences. Some reductions particularly program-level changes may be restored more easily in future years if funding conditions improve. Others, especially those affecting parks, trails, forestry, landscaping, and long-term maintenance capacity, result in deterioration of community assets that become increasingly difficult and costly to reverse over time.

The decisions that remain are ultimately decisions about where and how the community experiences change. The question is no longer whether impacts occur, but how those impacts should be prioritized and distributed as the City works to close the remaining budget gap.

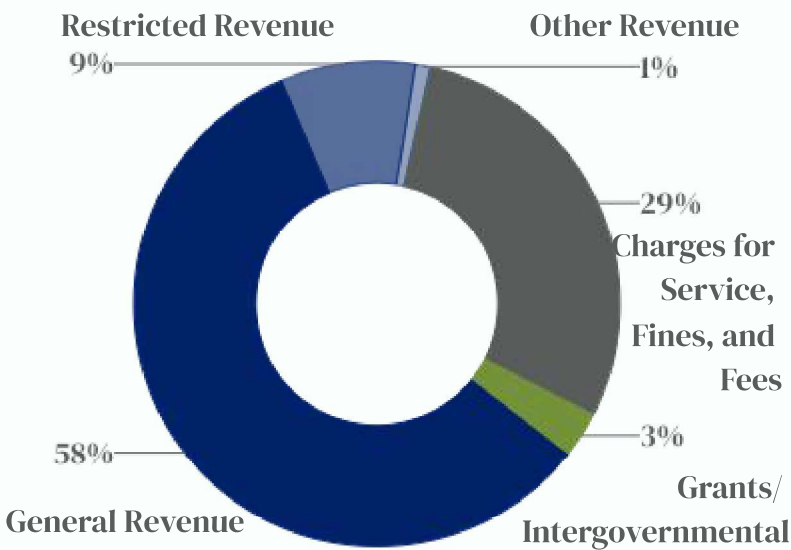


Culture, Parks & Recreation

MISSION, VISION, OR PURPOSE

The Culture, Parks, and Recreation Department (CPRD) provide services, experiences, and spaces that promote community, health, and well-being for all. The vision of the department is to create a thriving and vibrant community connected through nature, heritage, entertainment, recreation, and the arts.

2026 FUNDING SOURCES



Diana Frick
Director

DIRECTOR CONTEXT

The Culture, Parks, and Recreation Department has evolved into an integrated system of programs, facilities, and public assets that collectively support community health, quality of life, cultural identity, and economic vitality. Rather than operating as individual programs in isolation, CPRD now manages a diverse portfolio that includes parks and natural areas, recreation and wellness services, major public facilities, cultural institutions, and community and regional events.

This portfolio continues to experience strong and growing demand, while also facing increasing operational, staffing, maintenance, and lifecycle cost pressures associated with aging infrastructure, higher use levels, and rising service expectations. In response, CPRD is aligning programs and services, strengthening asset management and capital planning practices, and leveraging partnerships to improve efficiency and long-term sustainability.

This approach allows the City to better understand where investments have the greatest impact, make informed trade-offs, protect existing assets, and ensure that services remain accessible, equitable, and responsive to the evolving needs of the Greeley community.

2026 FTE

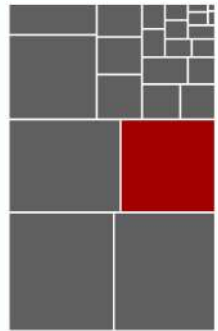
163.75



+22% Five Year Increase

2021 2022 2023 2024 2025 2026

13.0%
of total FTE



2026 OPERATING BUDGET

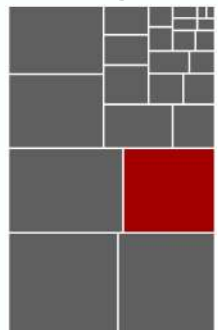
\$35.6M



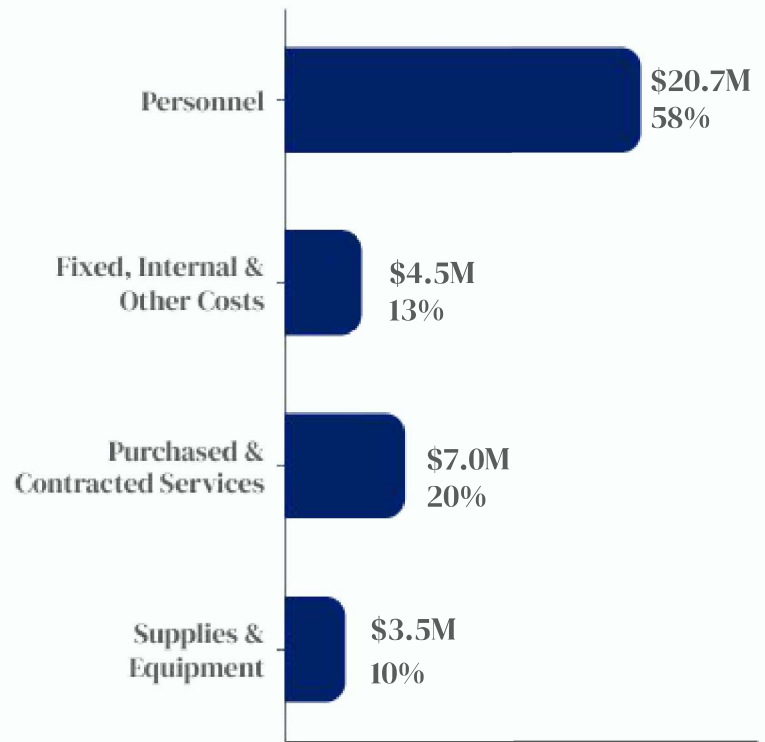
+69% Five Year Increase

2021 2022 2023 2024 2025 2026

11.7%
of Operating Budget



2026 OPERATING BUDGET BREAKDOWN





Culture, Parks & Recreation

Programs & Services

PUBLIC RECREATION, FITNESS & AQUATICS PROGRAMS

Programs and facilities supporting physical, social, and mental wellbeing, including recreation classes, fitness, aquatics, youth and senior programming, and adaptive services that promote health, inclusion, and lifelong activity.

PUBLIC PARKS, OPEN SPACE & TRAILS SYSTEM

Neighborhood parks, community parks, natural areas, open spaces, and trails that provide outdoor recreation opportunities, environmental stewardship, connectivity, and contribute to overall quality of life.

PUBLIC RECREATION & EVENT FACILITIES

Major public facilities requiring year-round operations and capital investment, including recreation centers, golf courses, and Island Grove Regional Park.

PUBLIC MUSEUMS, PUBLIC ART & CULTURAL PROGRAMS

Museums, public art, cultural programming, and historic assets that preserve community identity, support education, and contribute to downtown vitality and tourism.

PUBLIC COMMUNITY EVENTS & REGIONAL SHOWS

Festivals, community events, tournaments, and destination activities that attract visitors, generate economic impact, and activate public spaces.

HYBRID ASSET MANAGEMENT & DEPARTMENT OPERATIONS

Department-wide planning, asset management, compliance, and operational systems that ensure public assets are safe, financially responsible, and sustainable over time.

Department Snapshot

C&E is a critical operational partner that supports the successful delivery of citywide initiatives through an integrated communications and creative services model. This team brings together marketing, media relations, crisis communication, creative services, digital platforms, internal communications, and community outreach into one unified system. This integrated approach allows Greeley to effectively inform, engage, and connect with the community while advancing council priorities.

MISSION & VISION FOR COMMUNITY

Our mission is to inform, inspire, and connect residents with their City. We envision a community where everyone feels informed, heard, and engaged. Simply put, we build trust, amplify transparency, and ensure community voices help shape a better Greeley.

CORE FUNCTIONS: ONE UNIFIED SYSTEM

Citywide campaigns and major initiatives rely on coordinated communications strategies that combine each of these core functions.

Organizational Value:

- Ensures residents receive **timely, accurate, clear, consistent, and accessible** information
- Demonstrates **transparency and accountability** for taxpayer-funded projects
- Supports **community awareness and public engagement**
- **Aligns messaging** across departments to strengthen organizational coordination
- **Enhances public trust and confidence** in city operations



COMMUNITY ENGAGEMENT IMPACT BEFORE VS AFTER CENTRALIZED C&E

10x+
survey response increase
achieved through CE vs. no
support of CE

Parks Surveys
~10 → 100+
responses

The increase in survey responses from around 10 in 2019 to more than 150 by 2025 highlights a significant rise in community engagement and outreach, thanks to enhanced communication strategies and support from C&E. We see greater response rates when C&E services are integrated.

190
responses Mobility
Survey

749
responses Poudre
River Restoration

~600
responses East Area
Plan Survey

**RESULT: BETTER DATA. STRONGER
COMMUNITY VOICE. SMARTER DECISIONS.**

Project community meetings and workshops supported by C&E efforts are now regularly drawing **50-100+ attendees.**

CE Project Examples & Impacts

The projects below illustrate how C&E's seamless integration of strategy, content creation, design, digital, and media relations drives success. These cases highlight the power of cohesive storytelling that engages residents across multiple platforms. Our commitment goes beyond mere information sharing; we are actively cultivating a culture of engagement, transparency, and trust. These are essential elements for the success of our organization and the communities we serve.

RECREATION MEMBERSHIP CAMPAIGN

Integrated Marketing + Communications Campaign

A fully coordinated campaign combined strategic messaging, video commercials, graphic design, web updates, paid media, radio advertising, and multi-channel outreach to drive awareness and community engagement for city recreation facilities.

Impact Highlights

- 50% increase in memberships from Jan. 2024 to Jan. 2025
- 732 new members added in May 2025 with mid-year campaign, resulting in \$35,000 in membership revenue generated in one month
- Expanded public awareness of recreation programs and facility benefits

FOOD TAX BALLOT INITIATIVE

Citywide Voter Education & Engagement Campaign

An in-house communications strategy delivered clear, accessible messaging through video, graphics, advertising, radio, signage, digital outreach, and community engagement efforts. All communications, creative assets, and media strategy were managed internally.

Impact Highlights

- Successful passage of the Food Tax Sunset Initiative
- Coordinated citywide outreach across multiple communication channels
- Increased public understanding through simplified, visual messaging
- Delivered all campaign materials and execution in-house.
- Annually, C&E handles the communications campaign of informing residents about how to apply to receive food tax rebate monies through the City's LIFT UP Program.

GEAR EMERGENCY ALERT SYSTEM

Integrated Communication & Employee Communications

Developed and launched the Greeley Employee Alert Registry (GEAR) campaign, a citywide emergency communication system supporting employee safety and operational readiness.

Impact Highlights

- Executed a three-phase employee engagement campaign
- Reached employees through video, Teams, newsletters, Oracle prompts, print materials, and onboarding resources
- Improved employee preparedness and emergency communication readiness
- Established long-term awareness and annual testing strategy

2025 OPEN ENROLLMENT CAMPAIGN

Integrated Communication & Employee Communications

In response to significant changes in employee benefits and mandatory re-enrollment requirements, a high-priority communications strategy was developed to ensure clarity and engagement among all city employees.

Impact Highlights

- Successfully transitioned the design of the benefits book in-house, resulting in a cost savings of \$20K previously allocated to a contract.
- Multi-channel communication campaign supporting all City employees, including coordinated department-level outreach and employee support resources
- Focused on reducing confusion and improving enrollment completion rates

2025 UCCC GENERAL AWARENESS CAMPAIGN

Tourism & Community Awareness Initiative

A multi-channel campaign used storytelling, commercials, graphic design, and digital outreach to elevate awareness of community assets, tourism opportunities, and city offerings.

Impact Highlights

- Ticket sales and revenue have notably increased, with attendance rising 36% from 2023–24 to a projected 14,954 tickets and revenue up 52% to \$887,000 by 2025–26. Average event performance improved from 686 attendees to nearly 1,000 attendees.
- Increased awareness of local amenities and tourism opportunities, along with consistent resident feedback recognizing campaign reach and presence.

CREATIVE SERVICES & MARKETING CONTRACTED COSTS

SERVICE/ITEM	CONTRACTED HOURLY COST	HISTORICAL CONTRACT RANGES
GRAPHIC DESIGN AND PRODUCTION	\$95-\$150 PER HOUR	\$2,230-\$35,000
VIDEO PRE AND POST PRODUCTION	\$8,000-\$41,000/ PROJECT	\$9,225 - \$41,000
PHOTOGRAPHY SERVICES	\$1250-\$3500/DAY	\$4,000 - \$15,000
AUDIO RECORDING SERVICES	\$250-\$750/TALENT OF 1-2 HOUR	\$200-\$750
MARKETING STRATEGY	\$7,500-\$70,000 PER PROJECT	\$7,500 - \$68,500

As shown in the table above, contracted costs vary in range. C&E provides significant operational and financial value to the organization by delivering a wide range of communication, marketing, creative, media, and engagement services in-house that would otherwise require substantial external contracting costs - per project. Through an integrated model that combines strategy, design, video production, digital communications, outreach and engagement, and media relations under one team, the City is able to respond more efficiently, maintain consistent messaging and branding, reduce outsourcing expenses, and provide high-quality communication support across departments in a cost-effective and sustainable way.

C&E AWARDS

- **PRSA Anvil Awards (2026):** Silver Anvil Organizational Award for Best In-House Team in Government for strategic communications and marketing.
- **Communicators Awards (2026):** The Greeley Business Beat Podcast won Award of Excellence in two categories Features, Storytelling and Individual Episodes Supporting Businesses
- **Ragan PR Daily's Nonprofit Team of the Year (2025):** Awarded the City of Greeley Communication & Engagement team for cultural transformation for the communication team and unifying branding and messaging.
- **Ragan PR Daily's Event PR & Marketing Award (2025):** Awarded for turning the City of Greeley's once-exclusive State of the City address into a welcoming, community-first experience that drew more than 500 residents—a 43% increase from previous years.
- **Ragan PR Daily's Nonprofit Multi-Channel Campaign Honorable Mention (2025):** Awarded for Greeley's Got It campaign, led communication and marketing strategy supporting civic pride and tourism efforts.
- **Community of the Year (2024):** Playmaker Magazine gave recognition highlighting Greeley's leadership in tourism, placemaking, and community engagement.



2027 Communication & Engagement Budget Submittal

Cheryl Kohl and Jaqueline Villegas, Deputy Directors
cheryl.kohl@greeleygov.com; jaqueline.villegas@greeleygov.com
City Council Work Session – June 9, 2026



Framing: Approach & Principles



- Reductions are presented through the lens of retaining appropriate staffing levels and tools necessary to support the adjusted program and service levels across the organization.
- Facilitation of an integrated approach in communication, marketing, engagement, and storytelling that effectively builds trust, informs, engages and connects with audiences to advance council priorities.
- Operational realities – Staff costs are 88% of our department budget from the general fund, and supplies and services make up the remaining 12%.



Communication & Engagement



2.14 Department Average Rating

\$2.7M General Fund

Program Ratings



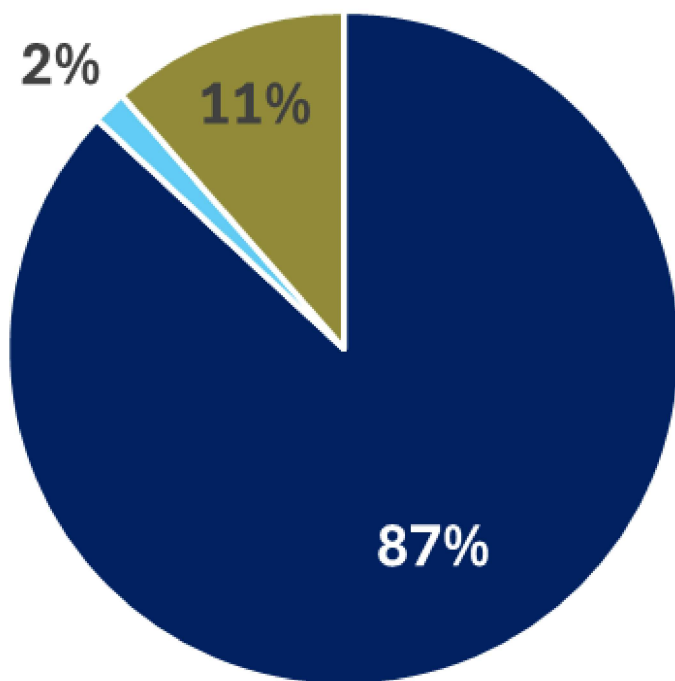
Reduction Target & Status



- Total Reduction Target: 25% | \$755,779
- Identified to Date: \$755,779
- Status: Target Met
- Reduction:
 - \$651,824 in salaries and benefits
 - \$103,955 in supplies and services



Summary of Reductions



Personnel - \$651,824 (6 FTEs)

Fleet Replacement Fund - \$14,746

Purchased & Contracted Services - \$103,955

Purchased services currently provide essential surge capacity and specialized expertise that our team cannot fully replicate. Reductions to other accounts in this category are based on historical spend.

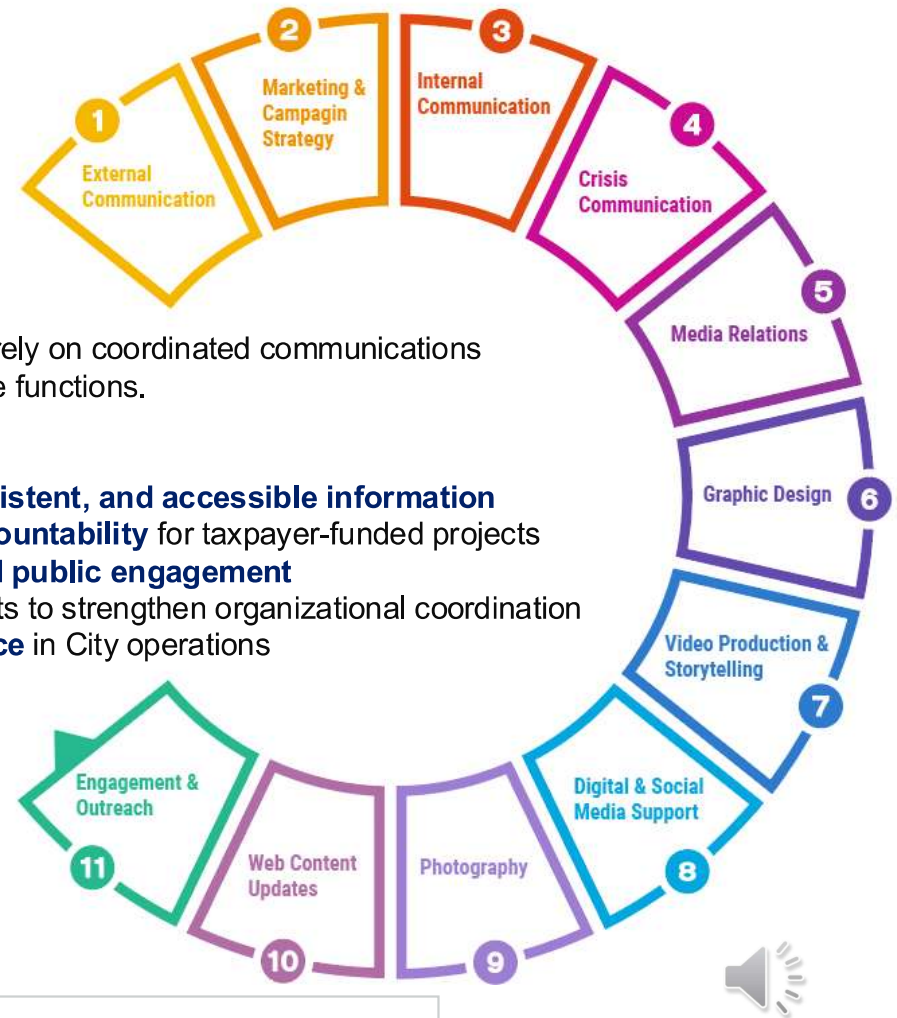


Core Functions: One Unified System

Citywide campaigns and major initiatives rely on coordinated communications strategies that combine each of these core functions.

Organizational Value:

- Ensures residents receive **clear, consistent, and accessible information**
- Demonstrates **transparency and accountability** for taxpayer-funded projects
- Supports **community awareness and public engagement**
- **Aligns messaging** across departments to strengthen organizational coordination
- Enhances **public trust and confidence** in City operations



General Service Levels: Before

Before:

- 11 FTEs with a focus on communication, marketing, and public engagement work for ongoing operational needs and high-profile initiatives.
- Strategic communications support for **all** departments across the organization.
- Planning and execution of communications strategies for major organizational projects and public initiatives, such as the website launch, Civic Campus, 16th Street Enhancement Project, and ballot communications
- Rapid-response communications support, including preparation of one-pagers, key messages, and talking points.
- Research, writing, and presentation development support for executives and elected officials, including speeches, scripts, and briefing materials.
- Project management and coordination of contracted communications resources to extend capacity and maximize effectiveness during major initiatives or peak workload periods.
- Consistent organizational messaging and communication coordination across departments



Service Level Impacts:

Service Level Change

*A reduction of 6 FTEs

*Elimination of budget for contracted resources.

Operational Services

Shift to reactive and required communications functions

Longer turnaround times

Simplified deliverables and reduced customization

Support prioritized to highest strategic initiatives only

Reduced capacity for concurrent or high-visibility projects

Outreach & Public Engagement

Fewer outreach efforts and community touchpoints

Engagement focused on essential and required outreach activities

Reduced facilitation and multilingual outreach capacity

Limited surge capacity during emergencies or controversial issues

Executive & Organizational Support

Reduced support for presentations, scripts, and messaging

Elimination of contractor and overflow capacity

Longer response times and reduced hands-on support

Reduced communications support during organizational service changes



Government Access Channel

Current State:

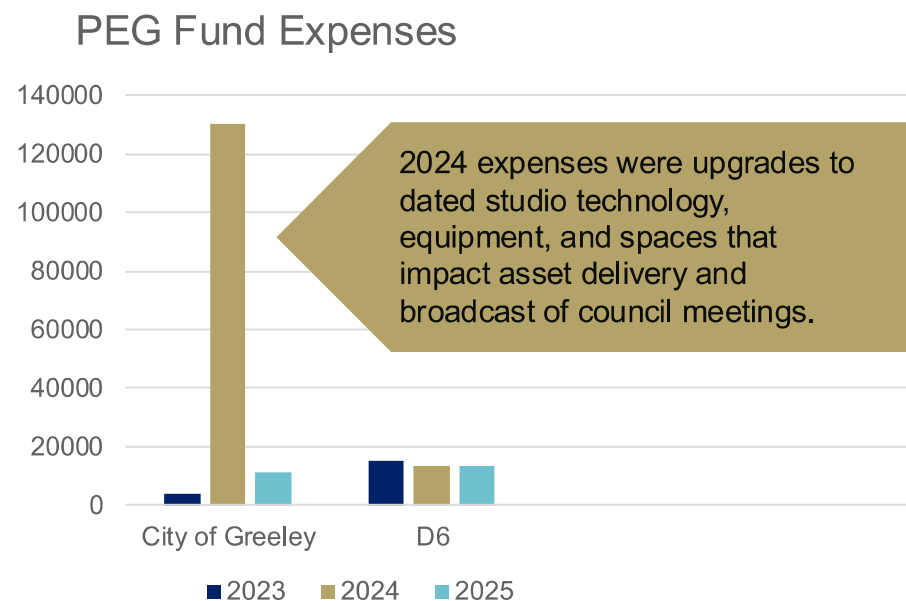
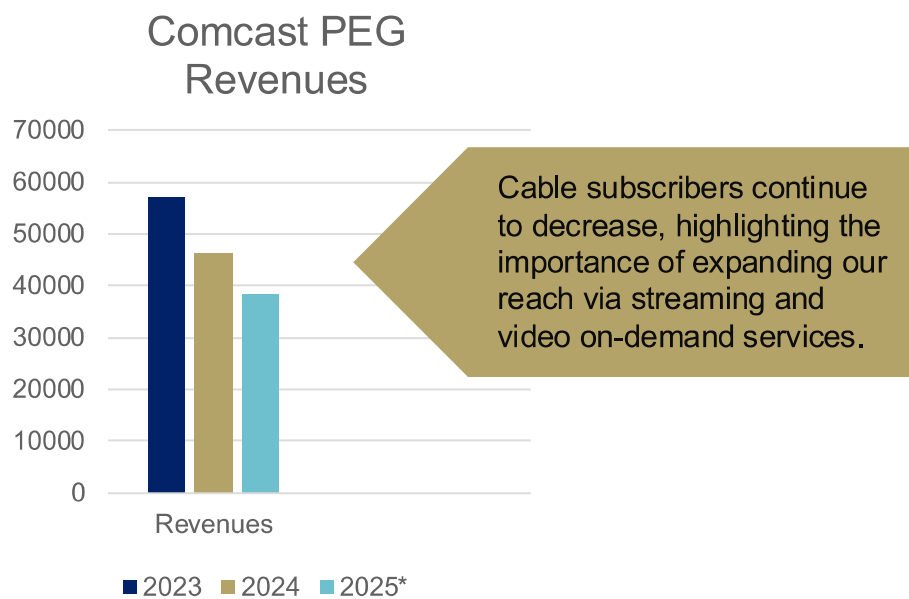
- Funded by the Public, Educational, and Governmental (PEG) franchise fees generated by Comcast & Allo subscribers
- PEG Revenue use is restricted to capital costs and web-based on-demand access programming related to PEG Access by the city and our designated access provider, Greeley-Evans School District 6 (D6).
- Council meetings broadcast live on PEG channels. Staff time averages 8 hours a month.

Impact of not continuing PEG Channels:

- Cost of video, photo, and council chamber equipment supporting broadcast and video on-demand work that requires replacement, repairs, and upgrades would come from the general fund.
- Elimination of plans to offer video on-demand programming and streaming by the end of 2026 for Apple and Android devices, ROKU, and Amazon app users.
- Unknown impact for D6 PEG channel, annual grant support, and relationship.



PEG Revenues and Expenses



Tourism

Current State:

- 1.5 FTEs and VisitGreeley.com funded by Lodgers Tax dollars
- Support for tourism work provided by C&E staff in graphics and digital teams
- Support for destination branding, visitor services, hospitality partnerships, and promotion
- Supports consumer trends, seasonality, events, and social media impacting promotions and timely communication to potential visitors
- Positively impacts the perceptions of Greeley through consistent messaging and promotion
- Strengthens the ability to attract visitors, conventions, and leisure travel while cultivating deeper hospitality relationships, better supporting community partner needs

Impact of pausing strategic and operational tourism efforts:

- Support for external hotel partners, businesses, and events significantly scaled back
- Weaker destination brand and visibility with reduced proactive promotion and visitor services
- Slower response to time-sensitive opportunities (seasonal campaigns, social trends, event partnerships)
- Potential decline in visitor attraction, conventions, and leisure travel momentum



Key Takeaways for Council

- The department will continue to focus on core priorities; however, reduced staffing and program capacity will affect the breadth and depth of services, expertise, and tools available to support work across the city.



Summary

- **Total Reduction Target:** 25% | \$755,779
- **Identified to Date:** \$755,779
- **Status:** Target Met
- **Key takeaway:** The department will continue to focus on core priorities; however, reduced staffing and program capacity will affect the breadth and depth of services, expertise, and tools available to support work across the city.



Discussion





Council Agenda Summary

July 7, 2026

Key Staff Contact: Kelli Johnson, Deputy City Manager of Community Vitality, Stacey Aurzada, City Attorney

Title:

Motion to go into Executive Session to receive legal advice and to instruct negotiators regarding the Civic Campus Project

Summary:

During the executive session, staff will receive instructions from City Council to inform negotiations regarding the development agreement for the Civic Campus project. The Council will also be able to request and receive legal advice regarding the project.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?
The executive session will have no impact on the budget.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth
Community Vitality
High-Performance Government

Decision Options:

1. Approve the motion as presented; or
2. Amend the motion and approve as amended; or
3. Deny the motion; or
4. Continue consideration of the motion to a certain date.

Council's Recommended Action:

A motion to go into an Executive Session to discuss the following matter as provided under C.R.S. Section 24-6-402(4)(b) and 24-6-402(4)(e)(I), Greeley Municipal Code Sections 2-151(a)(2) and 2-151(a)(5): To receive legal advice related to and determine positions, develop strategy, and instruct

negotiators about the Civic Campus project.

Attachments:

None



Council Agenda Summary

July 7, 2026

Key Staff Contact: Stacey Aurzada, City Attorney

Title:

Motion to go into Executive Session for the purpose of receiving legal advice and providing instructions to negotiators regarding potential settlement of litigation

Summary:

The City Attorney's Office has received a settlement offer in a pending federal civil litigation case. City Council may move for an executive session to request and receive legal advice and to provide instructions to negotiators regarding potential settlement of litigation. If Council concurs, a motion to adjourn into Executive Session is needed.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?
The executive session will have no fiscal impact.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Safe and Secure Communities

Decision Options:

1. Approve the motion as presented; or
2. Amend the motion and approve as amended; or
3. Deny the motion; or
4. Continue consideration of the motion to a certain date.

Council's Recommended Action:

A motion to go into an Executive Session to discuss the following matter as provided under C.R.S. Sections 24-6-402(4)(b) and 24-6-402(4)(e)(I), Greeley Municipal Code Sections 2-151(a)(2) and 2-151(a)(5):

To receive legal advice and to provide instructions to negotiators regarding potential settlement of

litigation.

Attachments:

None



Council Agenda Summary

Title:

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



Council Agenda Summary

Title:

Scheduling of Meetings, Other Events

Summary:

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

Attachments:

Council Meetings and Other Events Calendar

Council Meeting and Work Session Schedule

Council Meetings and Other Events Calendars

July 5 – August 1, 2026

Tuesday, July 7, 2026

- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Tuesday, July 14, 2026

- Celebration - 40 Years of OmniTrax Ownership Great Western Railway of Colorado 11 am Boardwalk Community Park (100 N 5th St, Windsor, CO 80550)
- City Council Work Session Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Wednesday, July 15, 2026

- Water & Sewer Board Meeting 2 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)
- Greeley Police Department Swearing-In Ceremony 3 pm Greeley Police Department Donahue Room (2875 W 10th St, Greeley, CO 80634)

Thursday, July 16, 2026

- Downtown Development Authority 7:30 a.m. (802 9th Street, Greeley CO 80631)
- Northern Colorado Refugee Quarterly Consultation 9:30 am Lutheran Family Services Rocky Mountains Refugee & Asylee (3001 8th Ave Ste 100, Evans, CO 80620)
- Airport Authority 3:00 p.m. Greeley-Weld Airport (600 Airport Road, Greeley CO 80631)

Tuesday, July 21, 2026

- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Wednesday, July 22, 2026

- 2026 Habitat for Humanity Impact Breakfast 6:45 am Christ Community Church (1301 15th St, Greeley, CO 80631)

Thursday, July 23, 2026

- Presidential Farewell Dinner Honoring Dr. Andy Feinstein 6 p.m. UNC Campus Commons Lobby

Friday, July 24, 2026

- College of Osteopathic Medicine Grand Opening Celebration 12 pm University Center West Patio
- Ribbon Cutting & Grand Opening Celebration College of Osteopathic Medicine 2 pm College of Osteopathic Medicine Building
- College of Osteopathic Medicine White Coat Ceremony 5 pm Campus Commons Performance Hall

Monday, July 27, 2026

- Greeley Chamber of Commerce 11:30 a.m.

Tuesday, July 28, 2026

- City Council Work Session Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Saturday, August 1, 2026

- America 250 / Colorado 150 Celebration 10 am Bittersweet Park (3500 16th St, Greeley, CO 80634)
- Centennial Village Turns 50 Celebration 12 pm Centennial Village Museum (1475 A St, Greeley, CO 80631)

	2026 Council Meeting/Work Session Agenda Items Schedule		
	06/22/2026		
	This schedule is subject to change		
July 14, 2026 City Council Work Session			
	Development Code Update	Caleb Jackson	WS
	2027 Budget Update Kimberly and departments	Nathan Mosley	WS
	2027 Budget Update Bret and Departments	Nathan Mosley	WS
July 21, 2026 City Council Meeting			
	Minutes - June 16 & July 7 Regular Meeting	Heidi Leatherwood	Consent
	Resolution - Stormwater Contract ICON Engineering Inc. Professional Services	Adam Prior	Consent
	Resolution - HPLN Grant Appropriation	Deb Callies	Consent
	Resolution to Initiate Litigation (HOLD)	Bobbier Cranston	Consent
	Intro & 1st Rdg - HPLN Grant Appropriation	Deb Callies	Consent
	PH & 2nd Rdg Ord approving Contractor Licensing	Matt Wagy	Consent
	PH & 2nd Rdg Ord - amending Title 16, Chapter1, and Title 20, Chapter 3 references to City Hall	Kelli Johnson	Regular
	Sign and Landscape Code Update	Caleb Jackson/Buxton Demers	Regular
	B&C Appointments	Jennifer Middleton	Regular
	Hold for any remaining 2027 Budget Updates	Nathan Mosley	Regular
July 28, 2026 City Council Work Session			
	2027 Budget Update	Nathan Mosley	WS
	Comprehensive Financial Policies (Tentative)	Kirk Jones	WS
	Alternative Fuel and EV Charging Plan	Hanna Feldmann	WS
August 4, 2026 City Council Meeting			
	Proclamation - Monster Day 10th Anniversary	Mayor	Intro
	Resolution - 2026 HUD Annual Action Plan	Deb Callies	Consent
	Resolution - HPLN Grant Agreement & Fund Appropriation	Deb Callies	Consent
	Intro & 1st Rdg Ord - Great Western Industrial Park Annexation No. 1 -15	Michael Franke/Don Threewitt	Consent
	Intro & 1st Rdg Ord - Great Western Industrial Park Zoning No. 1 - 15	Michael Franke/Don Threewitt	Consent
	Intro & 1st Rdg Ord - Arroyos Del Sol Annexation	Doug May/Don Threewitt	Consent
	Intro & 1st Rdg Ord - Arroyos Del Sol Zoning	Doug May/Don Threewitt	Consent
	Resolution & PH - 2026 HUD Annual Action Plan	Cece Cervantes/Deb Callies	Regular
	PH & 2nd Rdg Ord - HPLN Grant Appropriation	Deb Callies	Regular
August 11, 2026 City Council Work Session			
	Planning Commission Interviews	Jennifer Middleton	WS
	Quarter 2 Finance Update	Robert Miller	WS
August 18, 2026 City Council Meeting			
	Resolution - Comprehensive Financial Policies (Tentative)	Kirk Jones	Consent
	PH & 2nd Rdg Ord - Great Western Industrial Park Annexation No. 1 -15	Michael Franke/Don Threewitt	Regular
	PH & 2nd Rdg Ord - Great Western Industrial Park Zoning No. 1 - 15	Michael Franke/Don Threewitt	Regular
	PH & 2nd Rdg Ord - Arroyos Del Sol Annexation	Doug May/Don Threewitt	Regular
	PH & 2nd Rdg Ord - Arroyos Del Sol Zoning	Doug May/Don Threewitt	Regular
	B&C Appointments	Jennifer Middleton	Regular



Council Agenda Summary

Title

Adjournment