Mayor
John Gates

Councilmembers

Jonathan Smail
Ward I

Brett Payton
Ward II

Michael Fitzsimmons
Ward III

Dale Hall
Ward IV

Stacy Suniga
At-Large

Robb Casseday
At-Large

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

City Council Agenda

October 15, 2019 at 6:30 PM

1001 11th Avenue, City Center South, Greeley, CO 80631

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

Consent Agenda

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

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

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9. Acceptance of the Report of the September 24, 2019, City Council Worksession
10. Approval of the City Council Proceedings of October 1, 2019
11. Consideration of a resolution supporting a grant application for a Local Parks and Outdoor Recreation Grant from the State Board of the Great Outdoors Colorado Trust Fund for Park Improvements in Balsam Park
12. Consideration of a resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation, Division of Transit and Rail, entitled "2019-5339a: One BOC replacement and one 40' CNG regional bus expansion"
13. Consideration of a resolution concerning the proposed Certificates of Participation, Series 2019; authorizing the receipt of competitive bids for the Series 2019 Certificates,

including the use of an electronic bidding system therefor; and prescribing certain details concerning such public sale of the Series 2019 Certificates

14. Consideration of a resolution of the City Council of the City of Greeley, Colorado, authorizing City staff to enter into settlement agreements with Greeley Gymnastics Center, Inc., Adventure Child Center, Inc., Adventure Management, Inc., and Theo Digerness

15. Consideration of a resolution concerning the acquisition of interests in real property located in Weld County, Colorado for sanitary sewer infrastructure, by purchase or exercise of the power of eminent domain (Poudre Trunk Line)

16. Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) zoning for approximately 8.82 acres of property located north of 13th Street and west of 59th Avenue, known as the Shops at Sunset Ridge Rezone

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End of Consent Agenda

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17. Pulled Consent Agenda Items

18. Public hearing and final reading of an ordinance adopting the Budget for 2020

19. Public hearing and final reading of an ordinance adopting the General and Seasonal/Hourly Employee Pay Plans for 2020

20. Consideration of a resolution establishing the 2019 tax levy and directing the certification of the same to the Board of County Commissioners

21. Consideration of a resolution adopting Stormwater Utility Fees for 2020

22. Introduction and first reading of an ordinance amending portions of the Greeley Municipal Code, Chapter 11.01, Part 8 (Traffic Code), as it relates to pedestrians

23. Public hearing and final reading of an ordinance of the City of Greeley repealing and replacing Chapter 11.01.1420 of the Greeley Municipal Code regarding misuse of a wireless telephone

24. Public hearing to consider a resolution adopting the Energy Action Plan, an Element of the Imagine Greeley Comprehensive Plan

25. Appointment of applicants to the Construction Trades Advisory & Appeals Board, Greeley Art Commission, and Union Colony Civic Center Advisory Board

26. Scheduling of Meetings, Other Events

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

28. Adjournment

Council Agenda Summary

October 15, 2019

Agenda Item Number 1

Title
Call to Order

Council Agenda Summary

October 15, 2019

Agenda Item Number 2

Title
Pledge of Allegiance

Council Agenda Summary

October 15, 2019

Agenda Item Number 3

Title
Roll Call

Summary
Mayor Gates
Councilmember Smail
Councilmember Payton
Councilmember Casseday
Councilmember Fitzsimmons
Councilmember Suniga
Councilmember Hall

Council Agenda Summary

October 15, 2019

Agenda Item Number 4

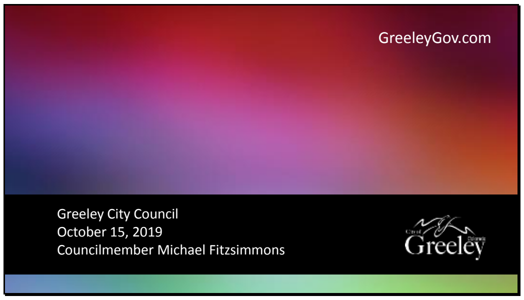
Title
Recognitions and Proclamations

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

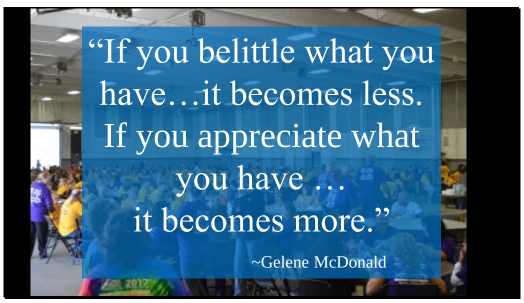
Mayor Gates will present a proclamation for National Nurse Practitioner Week (November 10 - 16, 2019) which recognizes the countless contributions Nurse Practitioners have made over the past half century and will continue to make to the health and well-being of citizens in our City.

Attachments
October 15, 2019 What's Great about Greeley Report
National Nurse Practitioner Week Proclamation

Slide 1



Slide 2



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

Slide 3

Local Greeley business, Rice’s Lucky Clover Honey, is one of five flavorful honeys featured in the 2019 September/October edition of Sunset Magazine.

Slide 4

Greeley Central and Greeley West high schools have been named Special Olympics Banner Unified Champion schools in which students work together to create an inclusive environment that exudes a sense of collaboration, engagement and respect for all members of the student body and staff. There are 10 standards in four different categories schools must meet to be considered which include: Special Olympics Unified Sports, inclusive youth leadership, whole-school engagement and sustainability.

Slide 5

Congratulations to WeldWerks for taking home 2 medals at the Great American Beer Festival. Itsy Bits took Silver in Hazy Pale Ale …..and Extra Extra Juicy Bits took Gold in Hazy Imperial IPA!

Slide 6

The Department of Health and Human Services recently awarded the University of Northern Colorado a $1 million grant to collaborate on the project with Cliexa (Clee-ex-ah), a digital health technology company. The funding supports a 2-year study involving 700 participants, ages 14-24, and will assess the effectiveness of a new digital intervention system in clinical settings to foster earlier identification of high-risk adolescents.

Slide 7

The Weld Food Bank is one of 40 winners across the nation, and the only winner in Colorado, to receive a $25,000 grant from State Farm Neighborhood Assist, a program which encourages communities to identify issues in their neighborhoods. The grant will go toward funding for 6 months of Saturday distribution hours.

Slide 8

National Nurse Practitioner Week

WHEREAS, Nurse Practitioners (NPs) serve as trusted frontline health care providers for patients in the City of Greeley, CO; and

WHEREAS, in addition to diagnosing and treating acute and chronic conditions, NPs focus on health promotion, disease prevention and health education and counseling, guiding patients to make smarter health and lifestyle choices; and

WHEREAS, the confidence that patients have in NP-delivered health care is evidenced by the more than one billion annual patient visits made to NPs across the country; and

WHEREAS, NPs are highly skilled practitioners with advanced education and clinical training building upon their initial registered nurse preparation; and

WHEREAS, there are more than 270,000 licensed NPs in the United States, and 5,620 in Colorado providing primary, acute and specialty care to patients of all ages and walks of life; and

WHEREAS, the Nurse Practitioner profession was created in 1965 at the University of Colorado in Denver and more than five decades of research demonstrates the high quality of care provided by NPs; and

WHEREAS, better utilization of NPs through modernized state laws and improved system policies creates better health through a more accessible, efficient, cost-effective and higher quality health care system; and

WHEREAS, 22 states, the District of Columbia, Guam and the Northern Mariana Islands (including Colorado), have implemented Full Practice Authority for NPs, granting patients full and direct access to the outstanding care offered by these health care providers; and

WHEREAS, the City of Greeley is proud to recognize and honor the service of NPs to our citizens.

NOW, THEREFORE, I, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim November 10 - 16, 2019, as **National Nurse Practitioner Week** in Greeley, Colorado, in recognition of the countless contributions NPs have made over the past half century and will continue to make to the health and well-being of citizens in our city.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 15th day of October, 2019.

____

John Gates
Mayor

Council Agenda Summary

October 15, 2019

Agenda Item Number 5

Title
Citizen Input

Summary
During this 15-minute portion of the meeting, anyone may address the Council on any item of City business appropriate for Council's consideration that is not already listed on this evening's agenda.

Individual speakers will be limited to 3 minutes each. Council and staff will respond tonight, if possible, to questions or requests. If further time or discussion is needed, a staff member will contact you within the next couple of days. Some items may need to be scheduled for a future meeting.

Council Agenda Summary

October 15, 2019

Agenda Item Number 6

Title
Approval of the Agenda

Council Agenda Summary

October 15, 2019

Agenda Item Number 7

Title
Reports from Mayor and Councilmembers

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

Board/Commission	Meeting Day/Time	Assignment
--Team of 2-- Board/Commission Interviews	Monthly as Needed	Council Rotation
Water & Sewer Board	3rd Wed, 2:00 pm	Gates
Youth Commission Liaison	4th Mon, 6:00 pm	Smail
Historic Preservation Loan	As Needed	Suniga
Police Pension Board	Quarterly	Suniga
Employee Health Board	As Needed	Suniga
Human Relations Commission Liaison	2nd Monday, 12:30 P.M.	Suniga
Airport Authority	3rd Thur, 3:30 pm	Casseday/Payton
Visit Greeley	3rd Wed, 7:30 am	Fitzsimmons
Upstate Colorado Economic Development	Last Wed, 7:00 am	Gates/Hall
Greeley Chamber of Commerce	4th Mon, 11:30 am	Gates
Island Grove Advisory Board	1st Thur, 3:30 pm	Smail
Weld Project Connect Committee (United Way)	As Needed	Fitzsimmons
Downtown Development Authority	3rd Thur, 7:30 am	Casseday/Smail
Transportation/Air Quality MPO	1st Thur, 6:00 pm	Casseday/Gates
Poudre River Trail	1st Thur, 7:00 am	Hall
Interstate 25 Coalition	As Needed	Gates
Highway 85 Coalition	As Needed	Payton
Highway 34 Coalition	As Needed	Payton
CML Policy Committee (Council or Staff)	As Needed	Payton and City Manager Roy Otto/Fitzsimmons alternate
CML Executive Board opportunity	As Needed	Dale Hall
CML - Other opportunities	As Available/Desired	

Council Agenda Summary

October 15, 2019

Agenda Item Number 8

Title
Petitions 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.

Petitions 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 Petitions and Related Information

Greeley City Council

Status Report of Council Petitions

Council Request	Council Meeting, Worksession, or Committee Meeting Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
Mayor ProTem Casseday petitioned staff to look into both requests regarding contractor licensing and pop-up hail damage tents to see what other municipalities are doing.	Worksession (TBA)	There is currently a Worksession being planned to discuss Contractor Licensing Requirements. It has not been scheduled yet.	Brad Mueller

Consent Agenda

October 15, 2019

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

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

The Consent Agenda includes Items No. 9 through 16 and their recommended actions.

Council's Recommended Action
To approve Items No. _____ through _____ or
To approve Items No. _____ through _____ with the exceptions of No.(s) _____

Council Agenda Summary

October 15, 2019

Agenda Item Number 9

Key Staff Contact: Betsy Holder, City Clerk, 970-350-9742

Title:

Acceptance of the Report of the September 24, 2019, City Council Worksession

Summary:

A City Council Worksession was held on September 24, 2019, in Council's Chambers at the City Center South Campus, 1001 11th Avenue, Greeley, Colorado.

Decision Options:

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

Council's Recommended Action:

A motion to accept the Report as presented.

Attachments:

September 24, 2019 Report

City of Greeley, Colorado
COUNCIL WORKSESSION REPORT
September 24, 2019

1. CALL TO ORDER

The meeting was called to order at 5:06 p.m. by Mayor Gates, in the Council's Chambers at the City Center South Campus, 1001 11th Avenue.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Jerry Harvey, Assistant City Clerk, called the roll. Those present were Mayor John Gates and Councilmembers Robb Casseday, Dale Hall, Brett Payton, Jon Smail, and Stacy Suniga.

Councilmember Michael Fitzsimmons was excused.

4. 2020 PROPOSED BUDGET PRESENTATIONS

Robert Miller, Budget Manager, discussed the budget schedule and introduced Police Chief Mark Jones to describe the 2020 Police Department budget.

Chief Jones briefly highlighted the 2020 departmental priorities and continued by discussing supplemental requests, the total budget, the budget by division, performance measures, and a summary of the revised 2020 budget.

Councilmember Suniga inquired about whether the Police Department has begun charging other municipalities for use of the Police Department shooting range. Chief Jones explained that they began charging for use of the shooting range earlier this year through Council action.

Chief Dale Lyman, Greeley Fire Chief, briefly highlighted the 2020 departmental priorities and continued by discussing supplemental requests, the total budget, the budget by division, performance measures, and a summary of the revised 2020 budget.

In response to a question from Councilmember Payton, Chief Lyman explained that by purchasing trucks to respond to some calls instead of ladder trucks the City has saved ladder trucks from going on approximately 1000 calls.

Brad Mueller, Community Development Director, highlighted the 2020 departmental priorities and continued by discussing supplemental requests, the total budget, the budget by division, performance measures, and a summary of the revised 2020 budget.

Councilmember Smail inquired as to why the supplemental request for a long-range planner position that was in the Housing Plan earlier in the year was not included in the proposed budget.

Roy Otto, City Manager, explained that it did not rise to the importance of other City needs.

Mr. Mueller added that there is a wish list of projects that this position would be working on, but they do not necessarily rise to the importance of other projects.

Councilmember Casseday noted the modest amount that was requested to update the TRAKiT software, and he expressed that the software is so useful that we should keep it as up-to-date as possible.

In response to a question from Councilmember Suniga, Mr. Mueller explained that many of the planned changes to the Code are housekeeping but some are more substantial overhauls stemming from the Housing Plan and the Work Program.

Kelli Johnson, Community and Engagement Director, highlighted the 2020 departmental priorities and continued by discussing supplemental requests, the total budget, the budget by division, performance measures, and a summary of the revised 2020 budget.

Benjamin Snow, Director of Economic Health & Housing, highlighted the 2020 departmental priorities and continued by discussing the total budget, the budget by division, performance measures, and a summary of the revised 2020 budget.

Becky Safarik, Assistant City Manager, provided a brief history of the Community Development Block Grant (CDBG) program and introduced Carol Larsen, Grant Specialist, to highlight the proposed 2020 budget for the CDBG.

Ms. Larsen began by highlighting where CDBG funds have been used so far in 2019 including infrastructure improvements, other City activities, and assistance to non-profits. She continued by discussing the 2020-2024 consolidated plan/budget and described the timeline for approval, priorities, and objectives of the CDBG. She then discussed the applications for funding received in 2019 by topic area including affordable housing, neighborhood revitalization, and public services. She concluded with a brief summary of her presentation.

Councilmember Suniga expressed how proud she is of the efforts regarding affordable housing.

Mr. Miller introduced Chris Leffler, Chair of the Citizen Budget Advisory Committee (CBAC), to highlight the CBAC recommendations.

Mr. Miller provided an overview of the 2020 budget and adjustments from additional tax revenues including a description of the 2020 additional property tax allocation, 2020 recommended general fund supplemental requests, and the 2020 supplemental requests not being recommended for funding.

Mayor Gates thanked all involved in the budget process on a job well done.

5. SCHEDULING OF MEETINGS, OTHER EVENTS

Mr. Otto noted that discussion and potential approval of the transportation master plan has been moved to after the November 2019 election.

6. ADJOURNMENT

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 6:33 p.m.

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Jerry Harvey, Assistant City Clerk

Council Agenda Summary

October 15, 2019

Agenda Item Number 10

Key Staff Contact: Betsy Holder, City Clerk, 970-350-9742

Title:

Approval of the City Council Proceedings of October 1, 2019

Summary:

A meeting of the City Council was held on October 1, 2019, in Council's Chambers at the City Center South Campus, 1001 11th Avenue, Greeley, Colorado.

Decision Options:

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

Council's Recommended Action:

A motion to approve the City Council proceedings as presented.

Attachments:

October 1, 2019 Proceedings

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
October 1, 2019

1. Call to Order

Mayor ProTem Robb Casseday called the meeting to order at 6:30 p.m., in the Council's Chambers at the City Center South Campus, 1001 11th Avenue.

2. Pledge of Allegiance

Mayor ProTem Casseday led the Pledge of Allegiance to the American Flag.

3. Roll Call

Jessica Diagana, Assistant City Clerk, called the roll. Those present were Mayor ProTem Robb Casseday and Councilmembers Michael Fitzsimmons, Dale Hall, Brett Payton, Jon Smail and Stacy Suniga. Mayor John Gates was excused.

4. Recognitions and Proclamations

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

Mayor ProTem Casseday presented the Award from the Government Finance Officers Association Distinguished Budget.

5. Citizen Input

Edward Mirick, Greeley resident, spoke of the recent Candidate Forum that was facilitated by the League of Women Voters noting that he has been fielding many calls since then from constituents asking why Councilmember Suniga is asking to be re-elected when she was appointed by Council after his At-Large seat was vacated. Mr. Mirick asked the Council, as the body that appointed Councilmember Suniga, to ask her to stop stating that she is seeking re-election and that the YouTube coverage be taken down or edited to remove the portion of her request to be re-elected. Mr. Mirick stated that he is one voice representing many.

Mario Carrasco, Greeley resident, was present to reiterate his concerns from last time he spoke about contractor licensing. Mr. Carrasco also spoke of police activity in his neighborhood and that he would like to have a sit down with the Chief of Police and members of the community to help alleviate what he feels is a jaded feeling in the neighborhood between residents and the Police Department. He stated that he does not get help from the Police Department when he calls and that he always ends up being the bad guy. He would like to work with staff to come up with a solution to this concern together.

William Jacquot spoke of the pop-up hail damage tents that are coming to town after the storms. He expressed concern that these types of businesses are not licensed in the City and that they are driving down the market and competition which makes it difficult for local body shops.

6. Approval of Agenda

The agenda was approved as presented upon removal of Item No. 19.

7. Reports from Mayor and Councilmembers

Councilmember Suniga spoke of her attendance at the Greeley Dream Team Breakfast and made mention of several great things they are doing.

Mayor ProTem Casseday spoke of his attendance on the AgTour.

8. Petitions from Mayor and Councilmembers

Mayor ProTem Casseday spoke of his concerns with pop-up hail repair businesses stating that these businesses take away from businesses that have permanency in our city. He also expressed concern about licensing for contractors and petitioned staff to look into contractor licensing and pop up hail damage tents to see what other municipalities are doing. It was the consensus of Council to move forward with both petitions.

*** * * * Consent Agenda * * * ***

9. Acceptance of the Report of the September 10, 2019, City Council Worksession

The Council action recommended was to accept the Report.

10. Approval of the City Council Proceedings of September 17, 2019

The Council action recommended was to approve the Proceedings.

11. Consideration of a resolution authorizing the City to enter into an Intergovernmental Agreement for Potable Water Interconnect with North Weld County Water District and East Larimer County Water District

The Council action recommended was to adopt the resolution. **(Resolution No. 38, 2019)**

12. Consideration of a resolution authorizing the City to enter into an intergovernmental agreement between the City of Greeley and the State of Colorado, acting by and through the department of Public Safety for the benefit of the Division of Homeland Security and Emergency Management (DHSEM)

The Council action recommended was to adopt the resolution. **(Resolution No. 39, 2019)**

13. Introduction and first reading of an ordinance amending portions of the Greeley Municipal Code, Chapter 11.01, Part 8 (Traffic Code), as it relates to pedestrians

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for October 15, 2019.

14. Introduction and first reading of an ordinance of the City of Greeley repealing and replacing Chapter 11.01.1420 of the Greeley Municipal Code regarding misuse of a wireless telephone

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for October 15, 2019.

15. Introduction and first reading of an ordinance adopting the General and Seasonal/Hourly Employee Pay Plans for 2020

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for October 15, 2019.

16. Consideration to approve a change order in the amount of $21,073.18 increasing the contract with AB Underground for the 71st Avenue Sheep Draw Trail project to $313,740.18

The Council action recommended was to approve the Change Order.

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

Councilmember Hall moved, seconded by Councilmember Fitzsimmons to approve the items on the Consent Agenda and their recommended actions. The motion carried: 6-0 (Gates excused)

17. Pulled consent agenda items

No items were pulled from the Consent Agenda.

18. Public hearing and final reading of an ordinance authorizing a Site Lease and Lease Purchase Agreement between the City of Greeley, Colorado, and Zions Bancorporation, National Association (solely in its capacity as Trustee) for the purpose of financing public buildings; approving not to exceed $12,500,000 principal amount of Certificates of Participation, Series 2019 in connection therewith; authorizing Officials of the City to take all action necessary to carry out the transactions contemplated hereby; and related matters

Renee Wheeler, Finance Director, reported that the Certificates will be used to re-build Fire Station No. 2 and build Fire Station No. 6 on a twenty-year term utilizing the property and buildings as collateral. She stated that payments for the Certificates will be made from the 0.16% sales tax that is expected to generate $3.1 million a year and will also cover staffing. Ms. Wheeler reported that a resolution will be brought to Council for adoption at least five days before the Certificates go out for sale.

Mayor ProTem Casseday opened the public hearing at 7:06 p.m., and no comments were offered.

Councilmember Payton moved, seconded by Councilmember Suniga to adopt the ordinance and publish with reference to title only. The motion carried: 6-0 (Gates excused) **(Ordinance No. 43, 2019)**

19. Consideration of a resolution concerning the proposed Certificates of Participation, Series 2019; authorizing the receipt of competitive bids for the Series 2019 Certificates, including the use of an electronic bidding system therefor; and prescribing certain details concerning such public sale of the Series 2019 Certificates

This item was pulled from consideration by Staff.

20. Public hearing and final reading of an ordinance to consider a change of zone from PUD (Planned Unit Development) to C-H (Commercial High Intensity) zoning for approximately 5.50 acres of property located at 2600 36th Avenue known as the 2600 36th Avenue – Gateway Self-Storage Rezone, and changing the official zoning map to reflect the same

Brad Mueller, Community Development Director, reviewed the request for 2600 36th Avenue for the Gateway Self Storage Rezone including the zoning and vicinity map, background for the property, boundary map, site analysis map, approval criteria, notification and the Planning Commission's September 10th approval of this item.

Jessica Stoneberg, Baseline Engineering Corporation, responded to a question raised by Councilmember Hall, reporting that there is a business to the east that did not support the rezone as the applicant would not agree to allow people to park and walk through the property to reach the other adjacent business, as this is a security concern.

Mayor ProTem Casseday opened the public hearing at 7:15 p.m., and no comments were offered.

Councilmember Suniga moved, seconded by Councilmember Hall to find that, based on the application received and subsequent staff analysis, the proposed rezone from PUD (Planned Unit Development) to C-H (Commercial High Intensity) meets Development Code Section 18.30.050(c)(3) a, b, f, g and h; and, therefore, approves the rezone. The motion carried: 6-0 (Gates excused)

Councilmember Suniga moved, seconded by Councilmember Hall to adopt the ordinance and publish with reference to title only. The motion carried: 6-0 (Gates excused)**(Ordinance No. 44, 2019)**

21. Public hearing and introduction and first reading of an ordinance adopting the Budget for 2020

Robert Miller, Budget & Compliance Manager, reviewed the 2020 budget including presentations leading up to adoption, public hearing agenda including 2020 resources, 2020 expenditures, utility rate changes and reserves, 2020 resources, 2020 budget, Council's priorities, highlighted departmental requests related to image, safety, economic health and development and infrastructure and growth which total $8.78 million in new investments for operational excellence, 2020 major capital project fund highlights, 2020 capital project highlights, 2020 utility rate changes, 2020 projected ending reserves, 2020 projected utility ending reserves and provided a summary of his presentation.

Mayor ProTem Casseday opened the public hearing at 7:31 p.m., and no comments were offered.

Councilmember Payton moved, seconded by Councilmember Fitzsimmons to introduce the ordinance and schedule the public hearing and final reading for October 15, 2019. The motion carried: 6-0 (Gates excused)

22. Public hearing to consider the 2020 Community Development Block Grant budget and 2020-2024 Consolidated Plan

Becky Safarik reported that staff presented a summary of the Consolidated Plan priorities aligned with the Council adopted direction earlier in the year as well as an overview of the applications received and recommendations for the 2020 CDBG budget at the September 24, 2019, Worksession noting that the public hearing is a federal requirement of the U.S. Department of Housing and Urban Development.

Mayor ProTem Casseday opened the public hearing at 7:35 p.m., and no comments were offered.

Councilmember Suniga moved, seconded by Councilmember Fitzsimmons to accept the recommendation of the Greeley Urban Renewal Authority and approve the CDBG budget and Consolidated Plan as presented. The motion carried: 6-0 (Gates excused)

23. Consideration of a resolution approving a Professional Services Agreement Retaining Keller Rohrback L.L.P. as Special Counsel and Authorizing Litigation for Claims Against Pharmaceutical Companies and Distributors

Doug Marek, City Attorney, spoke of the epidemic and crisis arising from the misuse, abuse and over-prescription of opioid medications. He stated that the City of Greeley has incurred increased costs to various departments because of the ongoing opioid crisis for public health, substance abuse treatment services and criminal justice costs. Mr. Marek reported that the proposed resolution would authorize the City Attorney to enter into a professional services agreement as special counsel to join in legal actions in conjunction with several other municipalities.

Councilmember Fitzsimmons moved, seconded by Councilmember Suniga to go into Executive Session to receive legal advice from the City Attorney pursuant to C.R.S. 24-06-402(4)(b) and Greeley Municipal Code 2.04.020 (2) regarding entering into a legal services agreement with Keller Rohrback, L.L.P. to join the ongoing opioid litigation. The motion carried: 6-0 (Gates excused)

Council adjourned to the Executive Session at 7:43 p.m. and reconvened at 8:11 p.m.

Councilmember Fitzsimmons moved, seconded by Councilmember Payton to adopt the resolution. The motion carried: 6-0 (Gates excused) **(Resolution No. 39, 2019)**

24. Scheduling of meetings, other events

Councilmember Hall moved, seconded by Councilmember Fitzsimmons to schedule a Transition Meeting for the installation of the new Council on November 12, 2019. The motion carried: 6-0 (Gates excused)

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

Councilmember Payton moved, seconded by Councilmember Fitzsimmons to approve the above authorizations, and the motion carried: 6-0 (Gates excused)

26. Adjournment

There being no further business to come before the Council, Mayor ProTem Casseday adjourned the meeting at 8:15 p.m.

Robb Casseday, Mayor ProTem

Jessica Diagana, Assistant City Clerk

Council Agenda Summary

October 15, 2019

Agenda Item Number 11

Key Staff Contact: Andy McRoberts, Culture, Parks and Recreation Director, 970-350-9425

Title:
Consideration of a resolution supporting a grant application for a Local Parks and Outdoor Recreation Grant from the State Board of the Great Outdoors Colorado Trust Fund for Park Improvements in Balsam Park

Summary:
In an effort to leverage grant funds received from a Colorado Health Foundation aimed at building health in the East Memorial neighborhood, staff desires to apply for $350,000 in Local Government Parks and Recreation (LPOR) funding from Great Outdoors Colorado for improvements that will activate the 14.3 acre Balsam Park for uses complimentary to existing sport field activities. City staff and collaborative partners have spent a majority of 2019 working with East Greeley residents to identify site improvements that appeal to this neighborhood. GOCO funding will support Phase I installation of citizen identified capital improvements such as a hard and soft surface walking loops, site furnishings such as picnic tables, benches, trash receptacles, bike racks and shade shelters; landscaping; and nature play elements.

Great Outdoors Colorado requires a City Council supported Resolution to apply for grant funding.

A graphic rendition of improvements is attached for reference.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Grant request for up to $350,000
What is the annual impact?	n/a – maintenance support is already budgeted within the General Fund for Parks Maintenance
What fund of the City will provide Funding?	Quality of Life Sales Tax and General Fund
What is the source of revenue within the fund?	Sales Tax
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes
Is this grant onetime or ongoing?	One time
Additional Comments:	

Legal Issues:
None

Other Issues and Considerations:
None

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

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

Council's Recommended Action:
A motion to adopt the Resolution.

Attachments:
Resolution
Site Plan of Improvements at Balsam Park

THE CITY OF GREELEY, COLORADO

RESOLUTION _________, 2019

A RESOLUTION OF THE GREELEY CITY COUNCIL SUPPORTING A GRANT APPLICATION FOR A LOCAL PARKS AND OUTDOOR RECREATION GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR PARK IMPROVEMENTS IN BALSAM PARK

WHEREAS, the City of Greeley supports a Great Outdoors Colorado grant application for Park Improvements in East Greeley (specifically Balsam Park), and;

WHEREAS, if the grant is awarded, the City of Greeley supports the timely completion park project(s), and;

WHEREAS, the City of Greeley has requested supplemental grant funding from Great Outdoors Colorado to construct park improvements in Balsam Park;

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

Section 1: The City Council of the City of Greeley strongly supports the application and intends, subject to appropriation, to solicit and pay sufficient matching funds for a grant with Great Outdoors Colorado.

Section 2: If the grant is awarded, the City Council of the City of Greeley strongly supports the completion of the project.

Section 3: The City Council of the City of Greeley intends to authorize the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.

Section 4: The project site is owned by the City of Greeley and will be owned by City of Greeley for the next 25 years.

Section 5: The City of Greeley will continue to maintain any and all park improvements in a high quality condition and will appropriate funds for maintenance in its annual budget.

Section 6: The City of Greeley will assure that the site(s) will always be open and accessible to the general public at all times parks are open.

Section 7: If the grant is awarded, the City Council of the City of Greeley hereby authorizes the Mayor to sign the grant agreement with Great Outdoors Colorado.

Section 8: This resolution to be in full force and effect from and after its passage and approval

Section 9. This Resolution shall become effective immediately upon its passage, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ______ day of ____________________, 2019.

ATTEST: THE CITY OF GREELEY, COLORADO

_________________________________ _________________________________

City Clerk John Gates, Mayor

COMMUNITY PRIORITIES
PRIORIDADES DE LA COMUNIDAD

EAST GREELEY PARKS
Play • Activate • Ciyaaro

NATURE PLAY

PICNIC AREAS & SHELTERS

SIDEWALKS AND TRAILS

EARTHWORK & VEGETATION

Council Agenda Summary

October 15, 2019

Agenda Item Number 12

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

Title:
Consideration of a resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation, Division of Transit and Rail, entitled "2019-5339a: One BOC replacement and one 40' CNG regional bus expansion"

Summary:
The approval of this intergovernmental agreement (IGA) with the Colorado Department of Transportation (CDOT) for a Federal Transit Administration (FTA) 5339 grant will provide $516,584 in federal grant funding to replace one (1) ADA Diesel Body on Chassis bus and one (1) 40' ADA CNG heavy duty low-floor regional expansion bus for the Poudre Express service. This new low floor bus will be powered by compressed natural gas (CNG), have 37 seats and have a capacity of up to 62 passengers with standing room. This bus which will be delivered in 2021, will be utilized on the Poudre Express regional route. The ADA Body on Chassis bus will replace a bus that is nine years with over 151,000 miles and is well past its useful life. The purchase for this bus was approved as part of the 2020 budget.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	$129,146.00 (20% match funding)
What is the annual impact?	N/A
What fund of the City will provide Funding?	001-General Fund
What is the source of revenue within the fund?	Sales Tax
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes (20% match funding)
Is this grant onetime or ongoing?	Onetime
Additional Comments:	Bus purchase budgeted within the 2020 budget.

Legal Issues:
None.

Other Issues and Considerations:
None.

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

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

Council's Recommended Action:
A motion to adopt the Resolution.

Attachments:
Resolution
Intergovernmental Agreement

THE CITY OF GREELEY, COLORADO

RESOLUTION _________, 2019

A RESOLUTION OF THE GREELEY CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSIT AND RAIL ENTITLED "2019-5339a: ONE ADA BOC REPLACEMENT AND ONE 40' CNG REGIONAL BUS EXPANSION"

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

WHEREAS, the City of Greeley ("City") through its Transit Services Division must periodically replace aging vehicles in order to continue to provide quality services to the transit ridership and to the citizens of the City of Greeley; and

WHEREAS, City is regionally expanding bus service connections with the Town of Windsor and Fort Collins identified as the Poudre Express requiring the City to purchase an additional bus; and

WHEREAS, the Transit Services Division has identified the need to replace an ADA Diesel BOC bus that is at the end of its useful life cycle and has met the useful life guidelines identified by the Federal Transit Administration (FTA), as well as purchase one 40' ADA Compressed Natural Gas ("CNG") Regional Bus for the Poudre Express; and

WHEREAS, City o has been awarded a Federal Transit Administration grant in the amount of $516,584 pursuant to 49 U.S.C. § 5339 ("FTA Section 5339 grant") which provides capital funding to replace, rehabilitate or purchase buses; and

WHEREAS, City will utilize the FTA Section 5339 grant to purchase both buses in the amount of $645,730; and

WHEREAS, City's contribution towards the purchase of the buses will be $129,146; and

WHEREAS, the ADA Diesel BOC bus will be used to support transit services within the Greeley-Evans Transit service area, and the 40' ADA Compressed Natural Gas ("CNG") Regional Bus will be used for the Poudre Express; and

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

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

Section 1. The City Council hereby authorizes the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation, Division of Transit and Rail for acceptance of a FTA Section 5339 Grant.

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ______ day of ____________________, 2019.

ATTEST:	THE CITY OF GREELEY, COLORADO
___________________________________	___________________________________
City Clerk	Mayor

STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

<table>
<tr><td>State Agency
Department of Transportation</td><td>Agreement Number/PO Number
19-HTR-ZL-00013/491001935</td></tr>
<tr><td rowspan="2">Subrecipient
CITY OF GREELEY</td><td>Agreement Performance Beginning Date
The Effective Date</td></tr>
<tr><td rowspan="2">Initial Agreement Expiration Date
December 31, 2022</td></tr>
<tr><td rowspan="3">Subaward Agreement Amount
Federal Funds
Maximum Amount (80%) $516,000.00
Local Funds
Local Match Amount (20%) $129,146.00

Agreement Total $645,730.00</td></tr>
<tr><td>Fund Expenditure End Date
December 31, 2022</td></tr>
<tr><td>Agreement Authority
Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.</td></tr>
<tr><td colspan="2">Agreement Purpose
In accordance with 49 USC §5339(a), the purpose of this Grant is to provide capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. The work to be completed under this Grant by the Grantee is more specifically described in Exhibit A.</td></tr>
<tr><td colspan="2">Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:
1. Exhibit A – Statement of Work and Budget.
2. Exhibit B – Sample Option Letter.
3. Exhibit C – Federal Provisions.
4. Exhibit D – Required Federal Contract/Agreement Clauses.
5. Exhibit E – Verification of Payment.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:
1. Exhibit C – Federal Provisions.
2. Exhibit D – Required Federal Contract/Agreement Clauses.
3. Colorado Special Provisions in §18 of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit A – Statement of Work and Budget.
6. Exhibit B – Sample Option Letter</td></tr>
<tr><td>Principal Representatives
For the State:
To Be Determined
Division of Transit and Rail
Colorado Dept. of Transportation
2829 W. Howard Place
Denver, CO 80204
TBD</td><td>
For Subrecipient:
Darren Davis
CITY OF GREELEY
101 11TH AVE
GREELEY, CO 80631-2025
daren.davis@greeleygov.com</td></tr>
</table>

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.

<table>
<tr>
<td>SUBRECIPIENT
CITY OF GREELEY

____

____
By: Print Name of Authorized Individual

Date: ______________________</td>
<td>STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Transportation
Shoshana M. Lew, Executive Director

____
By:

Date: ______________________</td>
</tr>
<tr>
<td>2nd State or Subrecipient Signature if needed

See Additional Signature Page
____

____
By: Print Name of Authorized Individual

Date: ______________________</td>
<td>LEGAL REVIEW
Philip J. Weiser, Attorney General

____
By: Assistant Attorney General

Date: ______________________</td>
</tr>
<tr>
<td colspan="2">In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

____
By: Colorado Department of Transportation

Effective Date:____________________</td>
</tr>
</table>

ADDITIONAL SIGNATURE PAGE

SUBRECIPIENT CITY OF GREELEY CITY ATTORNEY ________________________________ ________________________________ By: Print Name of Authorized Individual Date: __________________________	**SUBRECIPIENT** CITY OF GREELEY DIRECTOR OF FINANCE ________________________________ ________________________________ By: Print Name of Authorized Individual Date: __________________________

TABLE OF CONTENTS

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of 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 Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 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 Subrecipient, which shall be governed by **§12.A.i**.

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

F. Subrecipient's Termination Under Federal Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

C. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Subrecipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. "**Budget**" means the budget for the Work described in Exhibit A.

E. "**Business Day**" means any day 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. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

G. "**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 for this Agreement.

H. "**End of Term Extension**" means the time period defined in **§2.D**.

I. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

J. "**Extension Term**" means the time period defined in **§2.C**.

K. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.

L. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. Federal Transit Administration (FTA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

M. "**FTA**" means Federal Transit Administration.

N. "**Goods**" means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.

O. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

P. "**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 Information 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.

Q. "**Initial Term**" means the time period defined in **§2.B**.

R. "**Master Agreement**" means the FTA Master Agreement document incorporated by reference and made part of FTA's standard terms and conditions governing the administration of a project supported with federal assistance awarded by FTA.

S. "**Matching Funds**" (Local Funds, or Local Match) means the funds provided Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.

T. "**Party**" means the State or Subrecipient, and "Parties" means both the State and Subrecipient.

U. "**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, C.R.S.

V. "**Recipient**" means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.

W. "**Services**" means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.

X. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include but is not limited to PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

Y. "**State Fiscal Rules**" means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

Z. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

AA. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

BB. "**Subcontractor**" means third-parties, if any, engaged by Subrecipient to aid in performance of the Work. "Subcontractor" also includes sub-recipients of grant funds.

CC. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Contractor is a Subrecipient.

DD. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

EE. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

FF. "**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 Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK AND BUDGET

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

5. PAYMENTS TO SUBRECIPIENT

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

b. Subrecipient shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Subrecipient and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Subrecipient shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

v. Federal Recovery

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

C. Matching Funds

Subrecipient shall provide Matching Funds as provided in **§5.A**. and Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies

D. Reimbursement of Subrecipient Costs

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

ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the maximum total amount described in Exhibit A and §5 for all allowable costs described in this Subaward and shown in Exhibit A, except that Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state or federal fiscal year, and the change does not modify any requirements of the Work.

iii. The State shall only reimburse allowable costs described in this Contract and shown in the Budget if those costs are:

a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).

iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Subrecipient shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Subrecipient shall submit to the State all deliverables (including documentation) as defined in this Agreement and Subrecipient's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Subrecipient's failure to submit required documentation, then Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, for any Agreement having a term longer than 3 months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State.

B. Litigation Reporting

If Subrecipient is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§14**.

C. Performance and Final Status

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

D. Violations Reporting

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

7. SUBRECIPIENT RECORDS

A. Maintenance

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

B. Inspection

Subrecipient shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Subrecipient Records during the Record Retention Period. Subrecipient shall make Subrecipient Records available during normal business hours at Subrecipient's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 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 Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. Subrecipient shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Subrecipient or any of its Subcontractors will or may receive the following types of data, Subrecipient or its Subcontractors shall provide for the security of such data. Subrecipient shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Subrecipient 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. Subrecipient shall provide the State with access, subject to Subrecipient's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, 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 Subrecipient can establish that none of Subrecipient or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Subrecipient shall make all modifications as directed by the State. If Subrecipient cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Subrecipient shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

10. INSURANCE

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

A. Workers' Compensation

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

B. General Liability

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

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

C. Automobile Liability

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

D. Additional Insured

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

E. Primacy of Coverage

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

F. Cancellation

All 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 Subrecipient and Subrecipient shall forward such notice to the State in accordance with **§14** within 7 days of Subrecipient's receipt of such notice.

G. Subrogation Waiver

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

H. Public Entities

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

I. Certificates

For each commercial insurance plan provided by Subrecipient under this Agreement, Subrecipient shall provide to the State certificates evidencing Subrecipient's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Subrecipient shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Subrecipient's subcontract is not in effect as of the Effective Date, Subrecipient shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Subrecipient's execution of the subcontract. No later than 15 days before the expiration date of Subrecipient's or any Subcontractor's coverage, Subrecipient shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Subrecipient shall, within 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 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Subrecipient is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Subrecipient shall, as approved by the State **(i)** secure that right to use such Work for the State and Subrecipient; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Subrecipient's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

14. NOTICES and REPRESENTATIVES

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

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, 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"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Subrecipient shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Subrecipient

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

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Subrecipient under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Subrecipient 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"). Subrecipient'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. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

Except as otherwise provided in **§17.A**., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§17.A**., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations.

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

T. Indemnification

i. General Indemnification

Subrecipient shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Subrecipient, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Subrecipient in violation of **§8** may be cause for legal action by third parties against Subrecipient, the State, or their respective agents. Subrecipient shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Subrecipient, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iii. Intellectual Property Indemnification

Subrecipient shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

U. Federal Provisions

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

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subrecipient hereby certifies and warrants that, during the term of this Contract and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

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

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

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

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

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

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

EXHIBIT A, STATEMENT OF WORK AND BUDGET

Project Description*	2019-5339a: One (1) ADA Diesel BOC Replacement + One (1) 40' ADA CNG Regional Bus Expansion (Poudre Express)		
Federal Awarding Agency		Federal Transit Administration (FTA)	
Federal Regional Contact		Cindy Terwilliger	
Federal Award Date		To Be Determined	
Project End Date		December 31, 2022	
FAIN	To Be Determined	**CFDA #**	20.526
CFDA Title	Formula Grants for Rural Areas Program		
Subrecipient	Greeley, City of	**DUNS #**	112066225
Contact Name	Darren Davis	**Vendor #**	2000028
Address	101 11th Ave Greeley, CO 80631-2025	**Phone**	(970) 350-9281
Email	Daren.davis@greeleygov.com	**Indirect Rate**	N/A
WBS**	19-39-0019.GREL.111	**ALI**	11.12.04
Total Project Budget			**$645,730.00**
Federal FTA-5339 Funds (at 80% or less)			$516,584.00
Local Funds (at 20% or more)			$129,146.00
Total Project Amount Encumbered via this Subaward Agreement			**$645,730.00**

*This is not a research and development grant.
**The WBS numbers may be replaced without changing the amount of the subaward at CDOT's discretion.

A. Project Description

City of Greeley shall use 2019 FTA-5339a funds, along with local matching funds, to purchase: One (1) ADA Diesel BOC Replacement + One (1) 40' ADA CNG Regional Bus Expansion (Poudre Express) as more fully described below. The purchase will support the goals of the Statewide Transit Plan.

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

ALI Name	QTY	Fuel Type	Description	FTA Amount	ADA Compliance
11.12.04	1	Diesel	One (1) ADA Diesel BOC Replacement	$66,584	ADA Compliant
11.13.01	1	CNG	One (1) 40' ADA CNG Regional Bus	$450,000	ADA Compliant

The Capital Asset(s) being purchased is/are replacing the following existing fleet vehicles:

VIN	COTRAMS Inventory #	Year	Model	Make
1GB6G2A61A1121785	INV-00004827	2010	Senator	SPC - Startrans (Supreme Corporation)

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Procurement Concurrence Request (PCR) to CDOT Project Manager for Approval	**8/31/2019**
Submit Procurement Authorization (PA) and solicitation docs CDOT Project Manager for Approval	**11/30/2019**
Take Delivery of (First) Vehicle/Equipment/Project Property	**03/31/2021**
Take Delivery of and Accept All Vehicles/Equipment/Project Property	**10/31/2021**
Submit Reimbursement Request in COTRAMS	**12/31/2021**
IMPORTANT NOTE: All milestones in this scope of work (except for the final reimbursement requests) must be completed no later than the expiration date of this Subaward Agreement: **December 31, 2022**.	

2. City of Greeley shall use the Capital Asset(s) purchased in its transit operations and shall perform regularly recurring maintenance with specific performance measures tied to City of Greeley's written maintenance plans, including manufacturer's recommendations and warranty program(s). City of Greeley will measure whether this project is successful and improves the efficiency, effectiveness, and safety of transportation.

3. Performance will be reviewed throughout the duration of this Subaward Agreement. City of Greeley shall report to the CDOT Project Manager whenever one or more of the following occurs:
   a. Budget or schedule changes;
   b. Scheduled milestone or completion dates are not met;
   c. Identification of problem areas and how the problems will be resolved; and/or
   d. Expected impacts and the efforts to recover from delays.

4. City of Greeley must comply and submit all reimbursements and reports associated, including the assignment of "Colorado Department of Transportation" as the lienholder on the Capital Asset(s), as a condition of project closeout.

C. Project Budget

1. The Total Project Budget is $645,730.00. The State will pay no more than 80% of the eligible, actual project costs, up to the maximum amount of $516,584.00. The State will retain any remaining balance of the federal share of FTA-5339a Funds. City of Greeley shall be solely responsible for all costs incurred in the project in excess of the amount paid by the State from Federal Funds for the federal share of eligible, actual costs. For CDOT accounting purposes, the Federal Funds of $516,584.00 (80%) and matching Local Funds of $129,146.00 (20%), will be encumbered for this Subaward Agreement.

2. No refund or reduction of the amount of City of Greeley's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.

3. City of Greeley may use eligible federal funds for the Local Funds share, but those funds cannot be from other Federal Department of Transportation (DOT) programs. City of Greeley's share, together with the Federal Funds share, must be enough to ensure payment of the Total Project Budget.

4. Per the terms of this Subaward Agreement, the State shall have no obligation to provide state funds for use on this project. The State will administer Federal Funds for this project under the terms of this Subaward Agreement, provided that the federal share of FTA funds to be administered by the State are made available and remain available. City of Greeley shall initiate and prosecute to completion all actions necessary to enable City of Greeley to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Procurement

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

1. The first step in the procurement process will be to obtain an Independent Cost Estimate (ICE).

2. The second step will be to obtain a Procurement Concurrence Request (PCR) approval from the CDOT Project Manager through COTRAMS.

3. Prior to entering into a purchasing agreement with the selected vendor, City of Greeley shall request a Purchase Authorization (PA), and submit a vendor quote for the Capital Asset(s) in COTRAMS. The PA must identify a manufacturer found on the FTA's certified transit vehicle manufacturer (TVM) list. Only those TVM's listed on FTA's TVM list, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid on FTA funded vehicle procurements.

4. Once the Purchase Authorization (PA) is approved by the CDOT Project Manager, and the Capital Asset(s) is/are ordered, the CDOT Project Manager shall be notified by City of Greeley in COTRAMS of the agreed upon delivery date.

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

6. City of Greeley shall be responsible for reimbursing the selected vendor within **forty-five (45) calendar days after acceptance** of the Capital Asset(s).

E. Reimbursement Eligibility

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

Accepted reimbursement packets will include the following completed documents:

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

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

F. Federal Interest-Service Life

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

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

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

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

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

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

G. Training

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

H. Safety Data

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

I. Restrictions on Lobbying

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

J. Special Conditions

1. City of Greeley will comply with all requirements imposed by CDOT on City of Greeley so that the federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

2. City of Greeley must permit CDOT and their auditors to have access to City of Greeley's records and financial statements as necessary, with reasonable advance notice.

3. Except as provided in this Subaward Agreement, City of Greeley shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Subaward Agreement.

4. City of Greeley cannot request reimbursement for costs on this project from more than one Federal Awarding Agency or other federal awards (i.e., no duplicate billing).

5. City of Greeley must obtain CDOT approval, in writing, if FTA funds are intended to be used for payment of a lease or for third-party contracts.

6. If receiving FTA 5311 funding, City of Greeley shall advertise its fixed route and/or rural based service as available to the general public and service will not be explicitly limited by trip purpose or client type.

7. If receiving FTA 5311 funding, City of Greeley shall maintain and report annually all information required by the National Transit Database (NTD) and any other financial, fleet, or service data.

8. If receiving FTA 5311 or 5339 funding, City of Greeley will ensure subcontractors and subrecipients comply with FTA Drug and Alcohol Regulations.

9. City of Greeley shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

10. City of Greeley shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development, and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."

11. City of Greeley will provide transportation services to persons with disabilities in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

12. City of Greeley shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.

13. City of Greeley shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, City of Greeley shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

14. City of Greeley shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.

15. City of Greeley shall provide CDOT with an equity analysis if the project involves choosing a site or location of a facility in accordance to FTA Circular 4702.1B.

16. City of Greeley shall update its Agency Profile in COTRAMS with any alterations to existing construction or any new construction in accordance with FTA Circular 4710.1.

17. City of Greeley will adopt a Transit Asset Management Plan that complies with regulations implementing 49 U.S.C. § 5326(d).

18. City of Greeley shall include nondiscrimination language and the Disadvantaged Business Enterprise (DBE) assurance in all contracts and solicitations in accordance with DBE regulations, 49 CFR Part 26, and CDOT's DBE program.

19. Meal delivery must not conflict with providing public transportation service or reduce service to public transportation passengers.

EXHIBIT B, SAMPLE OPTION LETTER

<table>
<tr><td>State Agency
Department of Transportation</td><td>Option Letter Number
Insert the Option Number (e.g. "1" for the first option)</td></tr>
<tr><td>Subrecipient
Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...</td><td>Original Agreement Number
Insert CMS number or Other Contract Number of the Original Contract</td></tr>
<tr><td rowspan="3">Subaward Agreement Amount
Federal Funds
Maximum Amount (%) $0.00
Local Funds
Local Match Amount (%) $0.00
Agreement Total $0.00</td><td>Option Agreement Number
Insert CMS number or Other Contract Number of this Option</td></tr>
<tr><td>Agreement Performance Beginning Date
The later of the Effective Date or Month, Day, Year</td></tr>
<tr><td>Current Agreement Expiration Date
Month, Day, Year</td></tr>
</table>

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

<table>
<tr><td>STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

____
By: Name & Title of Person Signing for Agency or IHE

Date: ______________________________</td><td>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:______________________________
Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Option Effective Date:______________________</td></tr>
</table>

EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

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

2. DEFINITIONS.

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

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

2.1.1.1. Awards may be in the form of:

2.1.1.1.1. Grants;

2.1.1.1.2. Contracts;

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

2.1.1.1.4. Loans;

2.1.1.1.5. Loan Guarantees;

2.1.1.1.6. Subsidies;

2.1.1.1.7. Insurance;

2.1.1.1.8. Food commodities;

2.1.1.1.9. Direct appropriations;

2.1.1.1.10. Assessed and voluntary contributions; and

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

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

2.1.1.2. Award ***does not*** include:

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

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

2.1.1.2.3. Any award classified for security purposes; or

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

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

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

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

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

2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;

2.1.5.2. A foreign public entity;

2.1.5.3. A domestic or foreign non-profit organization;

2.1.5.4. A domestic or foreign for-profit organization; and

2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Sub award to a non-Federal entity.

2.1.6. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

2.1.8. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37

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

2.1.10. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2.1.11. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.12. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.

2.1.13. "Subaward" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subrecipient. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "Subrecipient Parent DUNS Number" means the sub recipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the sub recipient's System for Award Management (SAM) profile, if applicable.

2.1.16. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

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

2.1.17.1. Salary and bonus;

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

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

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

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

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

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

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

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

3. COMPLIANCE.

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

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

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

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

5. TOTAL COMPENSATION.

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

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

5.1.2. In the preceding fiscal year, Contractor received:

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

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

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

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

7.1. Reporting requirements in §0 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §0 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §0 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

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

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

8.1.1.1. Subrecipient DUNS Number;

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

8.1.1.3. Subrecipient Parent DUNS Number;

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

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

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

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

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

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

9. PROCUREMENT STANDARDS.

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

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

10. ACCESS TO RECORDS

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

11. SINGLE AUDIT REQUIREMENTS

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

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

11.1.2. **Exemption.** If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. CERTIFICATIONS.

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

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT.

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

EXHIBIT D - Required FEDERAL Contract/Agreement Clauses

All FTA-Assisted Third-Party Contracts and Subawards from the Current FTA Master Agreement [FTA MA(25)]

Section 3.l. – No Federal government obligations to third-parties by use of a disclaimer
No Federal/State Government Commitment or Liability to Third Parties. Except as the Federal Government expressly consents in writing, the Recipient agrees that:

(1) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and

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

Section 4.e. – Program fraud and false or fraudulent statements and related acts
False or Fraudulent Statements or Claims.

(1) *Civil Fraud*. The Recipient acknowledges and agrees that:
  (i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.
  (ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
  (iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

(2) *Criminal Fraud*. The Recipient acknowledges that 49 U.S.C. § 5323(*l*)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

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

(a) *Types of Records*. The Recipient agrees to retain, and will require its Third Party Participants to retain, complete and readily accessible records related in whole or in part to the Underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(b) *Retention Period*. The Recipient agrees to comply with the record retention requirements in the applicable U.S. DOT Common Rule. Records pertaining to its Award, the accompanying Underlying Agreement, and any Amendments thereto must be retained from the day the Underlying Agreement was signed by the authorized FTA official through the course of the Award, the accompanying Underlying Agreement, and any Amendments thereto until three years after the Recipient has submitted its last or final expenditure report, and other pending matters are closed.

(c) *Access to Recipient and Third Party Participant Records*. The Recipient agrees, and assures that each Subrecipient, if any, will agree to:
  (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients;
  (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third Party Participant within books, records, accounts, or other locations; and
  (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

(d) *Access to the Sites of Performance*. The Recipient agrees to permit, and to require its Third Party Participants to permit, FTA to have access to the sites of performance of its Award, the accompanying

Underlying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.

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

3.G – Federal Changes

Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with all applicable federal requirements and follow applicable federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient's Underlying Agreement or this Master Agreement. At the time the FTA official awards federal assistance to the Recipient in support of the Underlying Agreement, the federal requirements and guidance that apply then may be modified from time to time, and will apply to the Recipient or the accompanying Underlying Agreement, except as FTA determines otherwise in writing.

12 – Civil Rights

(c) *Nondiscrimination – Title VI of the Civil Rights Act*. The Recipient agrees to, and assures that each Third Party Participant will:
- (1) Prohibit discrimination based on race, color, or national origin,
- (2) Comply with:
  - (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.;
  - (ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21; and
  - (iii) Federal transit law, specifically 49 U.S.C. § 5332; and
- (3) Follow:
  - (i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
  - (ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and
  - (iii) All other applicable federal guidance that may be issued.

(d) *Equal Employment Opportunity*.
- (1) *Federal Requirements and Guidance*. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
  - (i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.;
  - (ii) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;
  - (iii) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;
  - (iv) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and
  - (v) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
- (2) *Specifics*. The Recipient agrees to, and assures that each Third Party Participant will:
  - (i) *Affirmative Action*. If required to do so by U.S. DOT regulations (49 C.F.R. part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), take affirmative action that includes, but is not limited to:
    - (A) Recruitment advertising, recruitment, and employment;
    - (B) Rates of pay and other forms of compensation;
    - (C) Selection for training, including apprenticeship, and upgrading; and
    - (D) Transfers, demotions, layoffs, and terminations; but
  - (ii) *Indian Tribe*. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer;" and
- (3) *Equal Employment Opportunity Requirements for Construction Activities*. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
  - (i) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and

(ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

(h) *Nondiscrimination on the Basis of Disability*. The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

(1) Federal laws, including:

(i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;

(ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:

(A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but

(B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"

(iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;

(iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and

(v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

(2) Federal regulations and guidance, including:

(i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37;

(ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;

(iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;

(iv) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;

(v) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35;

(vi) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;

(vii) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630;

(viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;

(ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;

(x) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;

(xi) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and

(xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Incorporation of FTA Terms – 16.a.

(a) *Federal Laws, Regulations, Requirements, and Guidance*. The Recipient agrees:

(1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;

(2) To comply with the applicable U.S. DOT Common Rules; and

(3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

Energy Conservation – 26.j

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

<u>Applicable to Awards exceeding $10,000</u>

Section 11. Right of the Federal Government to Terminate.

(a) *Justification*. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
   (1) The Recipient has failed to make reasonable progress implementing the Award;
   (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or
   (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.

(b) *Financial Implications*. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.

(c) *Expiration of the Period of Performance*. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

<u>Applicable to Awards exceeding $25,000</u>

From Section 16. Procurement

(a) *Debarment and Suspension*. The Recipient agrees to the following:
   (1) It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
   (2) It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third Party Participant that is debarred or suspended except as authorized by:
      (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200;
      (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto;
      (iii) Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. § 6101 note; and
      (iv) Other applicable federal laws, regulations, requirements, or guidance regarding participation with debarred or suspended Recipients or Third Party Participants.
   (3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.
   (4) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:
      (i) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;
      (ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or
      (iii) FTA Chief Counsel.

<u>Applicable to Awards exceeding the simplified acquisition threshold ($100,000-see Note)</u>

<u>Note: Applicable when tangible property or construction will be acquired</u>

Section 15. Preference for United States Products and Services.

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

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

(b) *Cargo Preference–Use of United States-Flag Vessels*. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. part 381; and
(c) *Fly America*. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

Section 39. Disputes, Breaches, Defaults, or Other Litigation.
(a) *FTA Interest*. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
(b) *Notification to FTA*; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.
(c) *Federal Interest in Recovery*. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
(d) *Enforcement*. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

Applicable to Awards exceeding $100,000 by Statute

From Section 4. Ethics, Political Activity, and Certain Criminal Activity.
(a) *Lobbying Restrictions*. The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:
(1) *Laws, Regulations, Requirements, and Guidance*. This includes:
(i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
(ii) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
(iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

(2) *Exception*. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

Clean Air and Clean Water - From 16(e.):

(7) *Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended*. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Applicable with the Transfer of Property or Persons

Section 15. Preference for United States Products and Services.

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

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

(b) Cargo Preference–Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. part 381; and

(c) Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

Applicable to Construction Activities

Section 24. Employee Protections.

a. Awards Involving Construction. The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Agreement, including the:

(1) Prevailing Wage Requirements of:

(a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"),

(b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, and

(c) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

(2) Wage and Hour Requirements of:

(a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., an

(b) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

(3) "Anti-Kickback" Prohibitions of:

(a) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874,

(b) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145, and

(c) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. part 3.

(4) Construction Site Safety of:

(a) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and

(b) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 C.F.R. part 1904; "Occupational Safety and Health Standards," 29 C.F.R. part 1910; and "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

From Section 16

(e) *Required Clauses in Third Party Contracts*. In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all third party contracts made by the Recipient under the Federal award must contain provisions covering the following, as applicable:

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

(5) *Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708)*. Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(o) *Bonding*. The Recipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:

(1) *Construction*. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.

From Section 23

(b) *Seismic Safety*. The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, "Seismic Safety," 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117.

Section 12 Civil Rights d.3

(3) *Equal Employment Opportunity Requirements for Construction Activities*. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

(i) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and

(ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

<u>Applicable to Nonconstruction Activities</u>

From Section 24. Employee Protections

(b) *Awards Not Involving Construction*. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety

Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

Applicable to Transit Operations

From Section 24. Employee Protections

(d) *Public Transportation Employee Protective Arrangements*. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

a. *U.S. DOL Certification*. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions.

b. *Special Warranty*. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions.

c. *Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310*. The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Section 28. Charter Service.

(a) *Prohibitions*. The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, "Charter Service," 49 C.F.R. part 604, any other federal Charter Service regulations, federal requirements, or federal guidance.

(b) *Exceptions*. Apart from exceptions to the Charter Service restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

(1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)- type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Recipient uses that federal assistance for FTA program purposes only; and

(2) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Recipient uses that federal assistance for FTA program purposes only.

(c) *Violations*. If it or any Third Party Participant engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 C.F.R. part 604, appendix D, or barring it or the Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Section 32. Public Transportation Safety.

(a) *Public Transportation Agency Safety Program*. The Recipient agrees to comply with applicable federal laws, regulations, and requirements and follow applicable guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329.

(b) *State Safety Oversight of Rail Fixed Guideway Public Transportation Systems*. For a Recipient that is a state with a rail fixed guideway public transportation system, the Recipient agrees as follows:
   (1) Laws. It will comply with State Safety Oversight requirements under 49 U.S.C. § 5329(e) and implementing regulations at 49 C.F.R. part 674, or 49 U.S.C. § 5330 and implementing regulations at 49 C.F.R. part 659.
   (2) State Safety Oversight Program. A Recipient must have a State Safety Oversight Program certified under 49 C.F.R. part 674 no later than April 15, 2019.
   (3) Regulations. The Recipient will comply with FTA regulations, "State Safety Oversight," 49 C.F.R. part 659, until the Recipient has a certified State Safety Oversight Program under 49 C.F.R. part 674. A Recipient that has a certified State Safety Oversight Program will comply with the regulations at 49 C.F.R. part 674.

Section 29. School Bus Operations.

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

Section 35. Substance Abuse.

(a) *Drug-Free Workplace*. The Recipient agrees to:
   (1) Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103 et seq.;
   (2) Comply with U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 C.F.R. part 32; and
   (3) Follow and facilitate compliance with U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 C.F.R. part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 C.F.R. part 32.
(b) *Alcohol Misuse and Prohibited Drug Use*.
   (1) *Requirements*. The Recipient agrees to comply and assures that its Third Party Participants will comply with:
      (i) Federal transit laws, specifically 49 U.S.C. § 5331;
      (ii) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. part 655; and
      (iii) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 C.F.R. part 40.
   (2) *Remedies for Non-Compliance*. The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 C.F.R. part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

Applicable to Planning, Research, Development, and Documentation Projects

Section 17. Patent Rights.

(a) *General*. The Recipient agrees that:
   (1) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery;
   (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Underlying Agreement; or
   (3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of this Master Agreement, the Recipient will notify FTA immediately and provide a detailed report satisfactory to FTA.
(b) *Federal Rights*. The Recipient agrees that:

(1) Its rights and responsibilities and each Third Party Participant's rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and
(2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200 et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401.

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

Section 18. Rights in Data and Copyrights.

(a) *Definition of "Subject Data."* As used in this section, "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Underlying Agreement. Examples of subject data include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.

(b) *General Federal Restrictions*. The following restrictions apply to all subject data first produced in the performance of the Underlying Agreement:
(1) Prohibitions. The Recipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
(2) Exceptions. The prohibitions do not apply to publications or reproductions for the Recipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.

(c) *Federal Rights in Data and Copyrights*. The Recipient agrees that:
(1) General. It must provide a license to its subject data to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes; and
(2) U.S. DOT Public Access Plan – Copyright License. The Recipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty- free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Recipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.

(d) *Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs*. In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Recipient and its Third Party Participants. Therefore, the Recipient agrees that:
(1) *Publicly Available Report*. When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Underlying Agreement that FTA may publish or make available for publication on the Internet.
(2) *Other Reports*. It must provide other reports related to the Award that FTA may request.
(3) *Availability of Subject Data*. FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third Party Participant at any tier, except as the Federal Government determines otherwise in writing.
(4) *Identification of Information*. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.

(5) *Incomplete*. If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes subject data and must be delivered as the Federal Government may direct.
(6) *Exception*. This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Recipient's use, and acquired with FTA capital program assistance.

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

(f) *Hold Harmless*. Upon request by the Federal Government, the Recipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless the Federal Government against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.

(g) *Restrictions on Access to Patent Rights*. Nothing in this section of this Master Agreement pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

(h) *Data Developed Without Federal Assistance or Support*. The Recipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Recipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."

(i) Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release data and information that the Recipient submits to the Federal Government as required under:
(1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552;
(2) The U.S. DOT Common Rules;
(3) The U.S. DOT Public Access Plan, which provides that the Recipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at http://ntl.bts.gov/publicaccess/howtocomply.html; or
(4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Underlying Agreement, and any Amendments thereto.

<u>Miscellaneous Special Requirements</u>

From Section 12. Civil Rights.

a. Disadvantaged Business Enterprise (and Prompt Payment and Return of Retainage).

(e) *Disadvantaged Business Enterprise*. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

a. *Statutory and Regulatory Requirements*. The Recipient agrees to comply with:
   i. Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note;
   ii. U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26; and
   iii. Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.

b. *DBE Program Requirements*. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding $250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 C.F.R. part 26.

c. *Special Requirements for a Transit Vehicle Manufacturer (TVM)*. The Recipient agrees that:
   i. *TVM Certification*. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26; and
   ii. *Reporting TVM Awards*. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached in TrAMS. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.

d. *Assurance*. As required by 49 C.F.R. § 26.13(a):
   i. *Recipient Assurance*. The Recipient agrees and assures that:
      1. It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26;
      2. It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
      3. Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and
      4. Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
   ii. *Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance*. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
      1. The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26;
      2. The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;
      3. Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

e. *Remedies*. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

From Section 12. Civil Rights.

(h) *Nondiscrimination on the Basis of Disability*. The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:
   a. Federal laws, including:
      i. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
      ii. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
         A. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
         B. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"
      iii. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;

iv. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
v. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

b. Federal regulations and guidance, including:
i. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37;
ii. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;
iii. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;
iv. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;
v. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35;
vi. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;
vii. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630;
viii. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;
ix. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;
x. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;
xi. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
xii. Other applicable federal civil rights and nondiscrimination regulations and guidance.

Section 16. Procurement. For Assignability

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

State Requirements

Section 37. Special Notification Requirements for States.

(a) *Types of Information*. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
(3) The amount of federal assistance FTA has provided for a State Program or Project.

(b) *Documents*. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

EXHIBIT E, VERIFICATION OF PAYMENT

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

☐ **Verification of Payment** –

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

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

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

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

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

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

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

Council Agenda Summary

October 15, 2019

Agenda Item Number 13

Key Staff Contact: Renee Wheeler, Finance Director, 350-9732

Title:
Consideration of a resolution concerning the proposed Certificates of Participation, Series 2019; authorizing the receipt of competitive bids for the Series 2019 Certificates, including the use of an electronic bidding system therefor; and prescribing certain details concerning such public sale of the Series 2019 Certificates

Summary:
The proposed Resolution authorizes the notice for a competitive sale of the Certificates of Participation that was authorized by an ordinance on October 1, 2019 in the anticipated amount of $11,830,000 that together with the expected premium will yield $13,113,230. The fire station 2 and 6 projects will receive *up to* a total of $12,900,000.00 and the issuance costs will be paid with the remainder.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	$12.1 - $12.9M fire station projects proceeds
What is the annual impact?	Debt service payments of $425,000 - 473,200 annually (interest only) through 2024 when the Police Building debt is paid off and then the annual payments average $955,000 – 1,063,000 on the average annually (principal and interest)
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	.16% Public Safety Sales Tax
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:
This matter has been reviewed by the City Attorney's Office, as well as the City's bond counsel.

Other Issues and Considerations:
The short version of the notice of sale in the resolution is required to be published in the Greeley Tribune five days before the sale. Once published, the notice will be attached to the official record (Appendix A).

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

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

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

Council's Recommended Action:
A motion to adopt the Resolution.

Attachments:
Notice of Sale Resolution

RESOLUTION NO. ___, 2019

A RESOLUTION CONCERNING THE PROPOSED CERTIFICATES OF PARTICIPATION, SERIES 2019; AUTHORIZING THE RECEIPT OF COMPETITIVE BIDS FOR THE SERIES 2019 CERTIFICATES, INCLUDING THE USE OF AN ELECTRONIC BIDDING SYSTEM THEREFOR; AND PRESCRIBING CERTAIN DETAILS CONCERNING SUCH PUBLIC SALE OF THE SERIES 2019 CERTIFICATES.

WHEREAS, the City Council (the "Council") of the City of Greeley, Colorado (the "City") has determined, and hereby determines, that it is advantageous and favorable to the City that the Certificates of Participation, Series 2019 (the "Series 2019 Certificates"), evidencing proportionate undivided interests in the right to receive certain revenues payable pursuant to a Lease Purchase Agreement dated as of November 1, 2019 (the "Lease") between the City, as lessee, and Zions Bancorporation, National Association (the "Trustee"), as lessor, solely in its capacity as Trustee under the Indenture of Trust dated as of November 1, 2019 (the "Indenture"), be sold and issued for the purpose of defraying, in whole or in part, the cost of constructing three new City-owned fire stations; and

WHEREAS, pursuant to Section 5-23(c) of the Charter of the City (the "Charter"), the Series 2019 Certificates are to be sold based upon competitive bids to be received by the City, upon due notice as herein provided;

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

Section 1. The Series 2019 Certificates shall be sold based upon competitive bids to be received by the City on or about November 5, 2019; provided, however, that the Council hereby delegates to the Director of Finance, ex-officio City Treasurer of the City or her deputy (the "Director of Finance") the authority to change the date or time of the public sale of the Series 2019 Certificates to a later date or time (but not later than 180 days after final passage of the ordinance authorizing the Lease and approving the Series 2019 Certificates (the "Ordinance")), if the Director of Finance determines that such delay of the sale will maximize the likelihood of marketing the Series 2019 Certificates when market conditions are relatively favorable, or that it is necessary or desirable to provide additional time to finalize information or documentation relating to the Series 2019 Certificates. If there is such a change in sale date or time, appropriate changes may be made to the sale notice forms set forth herein (or such changes may be posted electronically as described in such sale notice forms); and corresponding changes may also be made in dated dates of the Series 2019 Certificates and other documents and instruments referred to herein. Bids for the Series 2019 Certificates must be submitted electronically by means of the i-Deal Parity system ("Parity"), in the manner described below. No other method of submitting bids will be accepted. The Director of Finance and the City Clerk of the City are hereby authorized and directed to cause to be published in the Greeley Daily Tribune, a newspaper published and of general circulation in the City, at least once at least five days prior to the date of receiving bids, a notice of sale in substantially the following form, with such completions and changes, including any changes, not inconsistent with the Ordinance, to the amount, maturities and other details of the Series 2019 Certificates shown in such Notice as may be approved by the Director of Finance as further provided in Section 5 hereof:

(Condensed Form of Notice of Sale for Publication)

NOTICE OF SALE

$11,830,000*
Certificates of Participation, Series 2019
Evidencing Proportionate Undivided Interests in the Right to Receive Certain
Revenues Payable Pursuant to a Lease Purchase Agreement
Dated as of November 1, 2019
Between Zions Bancorporation, National Association, as Trustee,
and the City of Greeley, Colorado

PUBLIC NOTICE IS HEREBY GIVEN that the City of Greeley, Colorado (the "City") will on Tuesday, November 5, 2019, at the hour of 9:00 a.m., Greeley time, receive competitive bids for the purchase of the "Certificates of Participation, Series 2019, evidencing proportionate undivided interests in the right to receive certain revenues payable pursuant to a Lease Purchase Agreement dated as of November 1, 2019 between Zions Bancorporation, National Association, as Trustee, and the City of Greeley, Colorado" (the "Series 2019 Certificates") in the aggregate principal amount of $11,830,000* (subject to possible adjustment as provided in the below-described Official Notice), by means of the i-Deal Parity electronic bidding system ("Parity"). The Series 2019 Certificates are to be sold, executed and delivered pursuant to an Indenture of Trust dated as of November 1, 2019 (the "Indenture") entered into by Zions Bancorporation, National Association, as Trustee thereunder (the "Trustee"). The date and time of the sale may be changed at the discretion of the City, and the City also reserves the right to make other changes to the provisions of this notice (and the below-described Official Notice) prior to the date and time of the sale. Any such changes may be posted through Parity; prospective bidders are advised to check for such Parity postings prior to the stated sale time. Bids must be submitted via Parity by the date and hour specified above (or other date and time specified through Parity).

This publication is a condensation of the City's Official Notice of Sale (the "Official Notice"), authorized by the City Council of the City on October 15, 2019, and the information contained herein is subject in all respects to the Official Notice. The Official Notice, the Preliminary Official Statement relating to the Series 2019 Certificates (the "Preliminary Official Statement"), and other information concerning the City and the Series 2019 Certificates may be obtained from Renee Wheeler, Director of Finance, ex-officio City Treasurer, City Hall, 1000 Tenth Street, Greeley, Colorado 80631 (telephone: (970) 350-9732, facsimile: (970) 350-9328, e-mail renee.wheeler@Greeleygov.com), or from the City's Financial Advisor, Hilltop Securities Inc., Attention: Jason Simmons, 8055 E. Tufts Avenue, Suite 500, Denver, Colorado 80237, (telephone: (303) 771-0217, e-mail: jason.simmons@hilltopsecurities.com). Reference is made to the Preliminary Official Statement for information as to the authorization and purpose of the Series 2019 Certificates; security for the Series 2019 Certificates; the book-entry system, transfer,

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

exchange and place of payment of the Series 2019 Certificates; the City's continuing disclosure undertaking and other information relating to the Series 2019 Certificates and the City. Information regarding Parity, including any fees charged, may be obtained from i-Deal LLC, 2nd Floor, 1359 Broadway, New York, New York 10018 (telephone: (212) 849-5021).

The Series 2019 Certificates will be dated the date of their delivery and will be issued as fully registered certificates, in denominations of $5,000 and integral multiples thereof, by means of a book-entry system with no physical distribution of certificates to the public. Interest on the Series 2019 Certificates will be payable on June 1 and December 1 of each year commencing on June 1, 2020. The Series 2019 Certificates will mature on December 1 in the years and in the amounts of principal designated below:

Maturity Date	Principal Amount[1]
2025	$590,000
2026	615,000
2027	640,000
2028	665,000
2029	690,000
2030	720,000
2031	745,000
2032	775,000
2033	810,000
2034	840,000
2035	875,000
2036	910,000
2037	945,000
2038	985,000
2039	1,025,000

[1] Subject to adjustment as provided below.

The aggregate principal amount of the Series 2019 Certificates, the principal amount of each maturity of the Series 2019 Certificates set forth above, and any premium specified in the winning bid are subject to adjustment by the City after determination of the winning bid, all as provided in the Official Notice. Any such adjustment will not change the interest rates specified by the successful bidder. The successful bidder may not withdraw its bid as a result of any such adjustment in principal amount of the Series 2019 Certificates.

A bidder has the option to specify that the Series 2019 Certificates maturing on and after December 1, 2029 be included in one or two (but not more than two) term maturities, subject to certain conditions and limitations provided in the Official Notice.

The Series 2019 Certificates maturing on and after December 1, 2030 are subject to prior redemption at the option of the City, in whole or in part, on December 1, 2029 or at any time thereafter (if in part, in integral multiples of $5,000, from any maturity or maturities or portions thereof as selected by the City and by lot within a maturity in such manner as the Registrar, initially the City, shall determine), at a redemption price equal to the principal amounts so redeemed plus accrued interest thereon to the redemption date, without redemption premium.

Any bidder is required to submit an unconditional bid specifying the interest rates and premium, if any, at which the bidder will purchase all of the Series 2019 Certificates. It is not permissible to bid a discount on the sale of the Series 2019 Certificates from the City to the initial purchaser (however, original issue discount is not precluded so long as the total purchase price paid by the initial purchaser to the City is at least equal to the principal amount of the Series 2019 Certificates). Reference is made to the Official Notice for information as to other limitations on the interest rates that may be bid for the Series 2019 Certificates.

Each bid must be submitted through Parity and the City reserves the right to disregard any bid in any other form. Electronic bids via Parity must be submitted in accordance with Parity's Rules of Participation, as well as the provisions of the Official Notice of Sale. The apparent successful bidder must confirm its bid by signed fax promptly upon instruction by the City. The good faith deposit of the successful bidder must be received by the City by certified check or wire transfer not later than 2:00 p.m., Greeley time, on the next business day following the award, and will be applied (without any interest accruing to the successful bidder) to the purchase price of the Series 2019 Certificates. In the event the successful bidder fails to honor its accepted bid, its good faith deposit and any interest accrued thereon will be retained by the City. Reference is made to the Official Notice for further information, conditions and requirements relating to Parity, bid limitations, basis of award, and good faith deposit.

The City reserves the right (a) to reject any and all bids for the Series 2019 Certificates, (b) to reoffer the Series 2019 Certificates for sale, and (c) to waive any irregularity or informality in any bid. The award of the Series 2019 Certificates will be subject to final passage, effectiveness and expiration of the referendum period with respect to the ordinance authorizing the Lease and approving the Series 2019 Certificates.

The successful bidder will be required to make payment of the balance due for the Series 2019 Certificates, in Federal Reserve Funds or other funds acceptable to the City for immediate and unconditional credit to the City, at a bank or trust company designated by the City's Director of Finance. The Series 2019 Certificates will be delivered at the office of The Depository Trust Company in New York, New York, on confirmation by the City of receipt of the balance of the purchase price.

The validity and enforceability of the Series 2019 Certificates will be approved by Kutak Rock LLP, whose opinion, together with a transcript of legal proceedings, will be furnished to the initial purchaser without charge.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO dated this October 15, 2019.

By /s/________________________________
Mayor, City of Greeley, Colorado

(End of Condensed Form of Notice of Sale for Publication)

Section 2. The Official Notice of Sale shall be in substantially the following form, with such completions and changes, as may be approved by the Director of Finance, as further provided in Section 5 hereof:

(Form of Official Notice of Sale)

OFFICIAL NOTICE OF SALE

$11,830,000*
Certificates of Participation, Series 2019
Evidencing Proportionate Undivided Interests in the Right to Receive Certain
Revenues Payable Pursuant to a Lease Purchase Agreement
Dated as of November 1, 2019
Between Zions Bancorporation, National Association, as Trustee,
and the City of Greeley, Colorado

PUBLIC NOTICE IS HEREBY GIVEN that the City of Greeley, Colorado (the "City") will on Tuesday, November 5, 2019, at the hour of 9:00 a.m., Greeley time, receive competitive bids for the purchase of the Series 2019 Certificates more particularly described below by means of the i-Deal Parity electronic bidding system ("Parity"). No other method of submitting bids will be accepted. The use of Parity shall be at the bidder's risk and expense, and neither the City, its Financial Advisor nor Bond Counsel shall have any liability with respect thereto. Electronic bids via Parity must be submitted in accordance with Parity's Rules of Participation, as well as the provisions of this Official Notice of Sale. To the extent that provisions of this Official Notice of Sale conflict with Parity's Rules of Participation or any instruction or directions set forth by Parity, the provisions of this Official Notice of Sale shall control.

The date and time of the sale may be changed at the discretion of the City, and the City also reserves the right to make other changes to the provisions of this Official Notice prior to the date and time of the sale; any such changes may be posted through Parity. Prospective bidders are advised to check for such Parity postings prior to the stated sale time. Bids must be submitted via Parity by the date and hour specified above (or other date and time specified through Parity) as specified in "Bid Proposal" and "Parity" below.

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

Issue

The Series 2019 Certificates to be sold are the "Certificates of Participation, Series 2019, evidencing proportionate undivided interests in the right to receive certain revenues payable pursuant to a Lease Purchase Agreement dated as of November 1, 2019 between Zions Bancorporation, National Association, as Trustee, and the City of Greeley, Colorado" (the "Series 2019 Certificates") in the aggregate principal amount of $11,830,000.* The Series 2019 Certificates are to be sold, executed and delivered pursuant to an Indenture of Trust dated as of November 1, 2019 (the "Indenture") entered into by Zions Bancorporation, National Association, as Trustee thereunder (the "Trustee"). The Series 2019 Certificates are to be dated the date of their delivery. The Series 2019 Certificates will be in fully-registered form, in denominations of $5,000 and integral multiples thereof, by means of a book entry system with no physical distribution of certificates to the public.

Information Available From
Preliminary Official Statement

This Official Notice of Sale is not to be treated as a complete disclosure of all relevant information with respect to the Series 2019 Certificates. The information set forth herein is subject to the more complete information as to the Series 2019 Certificates and the City set forth in the Preliminary Official Statement (the "Preliminary Official Statement"), and reference is made to the Preliminary Official Statement for information as to the authorization and purpose of the Series 2019 Certificates, security for the Series 2019 Certificates, outstanding parity obligations, the City's rights to issue additional obligations in the future on a parity with or subordinate to the Series 2019 Certificates, the book-entry system, transfer, exchange and place of payment of the Series 2019 Certificates, the City's continuing disclosure undertaking and other information relating to the Series 2019 Certificates and the City.

Maturities; Possible Principal Adjustment

The Series 2019 Certificates will mature on December 1 in the years and in the amounts of principal as designated below:

Maturity Date	Principal Amount[1]
2025	$590,000
2026	615,000
2027	640,000
2028	665,000
2029	690,000
2030	720,000
2031	745,000
2032	775,000
2033	810,000
2034	840,000
2035	875,000
2036	910,000
2037	945,000
2038	985,000
2039	1,025,000

[1] Subject to adjustment as provided below.

The aggregate principal amount of the Series 2019 Certificates and the principal amount of each maturity of the Series 2019 Certificates set forth above are subject to adjustment by the City after determination of the winning bid, to the extent the City deems appropriate in order to generate proceeds consistent with the purpose for which the Series 2019 Certificates are being issued (which may reflect reductions in the issue size to compensate for the premium specified in the winning bid). Any such principal adjustment will be communicated to the successful bidder by the time of award of the Series 2019 Certificates, and will not reduce or increase the aggregate principal amount of Series 2019 Certificates by more than 20% from the total principal amount shown above. The price bid (i.e., par plus any premium bid) by a successful bidder may be changed as described below, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits. The price bid will be changed so that the percentage net compensation to the successful bidder (i.e., the percentage resulting from dividing (a) the aggregate difference between the offering price of the Series 2019 Certificates to the public and the price to be paid by the bidder to purchase the Series 2019 Certificates, by (b) the principal amount of the Series 2019 Certificates) does not increase or decrease from what it would have been if no adjustment were made to the principal amounts shown in the maturity schedule set forth above.

Bidders may specify that certain Series 2019 Certificates be included in one or two (but not more than two) term maturities as described in "Prior Redemption—Mandatory Sinking Fund Redemption" below.

Prior Redemption

(a) ***Optional Redemption***. The Series 2019 Certificates maturing on and after December 1, 2030 are subject to redemption prior to their respective maturities at the option of the City, in whole or in part, on December 1, 2029 or at any time thereafter (if in part, in integral multiples of $5,000, from any maturity or maturities or portions thereof as selected by the City and by lot within a maturity in such manner as the Registrar, initially the City, shall determine, giving proportionate weight, if necessary, to Series 2019 Certificates in denominations larger than $5,000), at a redemption price equal to the principal amount so redeemed plus accrued interest thereon to the redemption date, without redemption premium.

(b) ***Mandatory Sinking Fund Redemption***. A bidder has the option to specify that Series 2019 Certificates maturing on and after December 1, 2029 be included in one or two (but not more than two) term maturities. Amounts included in a single term maturity must consist of two or more consecutive maturities identified in the serial maturity schedule set forth above, must bear the same rate of interest and must include the entire principal amount for any serial maturity included in the term maturity (i.e., the principal amount maturing in any year may not be divided between a serial maturity and a mandatory sinking fund redemption or between two or more mandatory sinking fund redemptions). Any such Series 2019 term Certificates will be subject to mandatory sinking fund redemption in installments in the same amounts and on the same dates as the Series 2019 Certificates would have matured if they were not included in a term maturity. Series 2019 Certificates redeemed pursuant to the mandatory sinking fund redemption provisions will be redeemed at a redemption price equal to 100% of the principal amount of the Series 2019 Certificates to be redeemed plus accrued interest to the redemption date in the manner and as otherwise provided in the ordinance authorizing the Series 2019 Certificates (the "Ordinance") or the Indenture. Any election to designate Series 2019 Certificates included in a term maturity must be made via Parity (see "Bid Proposal" below).

Interest Rates and Purchase Price Limitations

Interest shall be payable on June 1 and December 1 of each year commencing on June 1, 2020, and will be computed on the basis of a 360-day year of twelve 30-day months. There is no limit on the number of rates specified, except that one interest rate only shall be specified for the Series 2019 Certificates of any maturity. Supplemental interest coupons will not be permitted. The rate must be stated in a multiple of 1/8th or 1/20th of 1% per annum. A zero rate of interest may not be named. The maximum differential between the lowest and the highest interest rates stated in the bid may not exceed 3% per annum. The maximum interest rate shall not exceed 5.00%. The purchase price bid for the Series 2019 Certificates shall not be less than 105% of the par amount of the Series 2019 Certificates. The foregoing shall not preclude original issue discount so long as the total purchase price paid by the initial purchaser to the City is at least 105% of the par amount of the Series 2019 Certificates.

Bid Proposal

Any bidder is required to submit an unconditional bid specifying the interest rates and premium, if any, at which the bidder will purchase all of the Series 2019 Certificates.

Each bidder must submit its bid electronically by means of Parity, as provided below, and any bid in any other form may be disregarded.

Parity

All bids must be submitted electronically via Parity in accordance with Parity's Rules of Participation in addition to the requirements of this Official Notice of Sale. No other provider of bidding services and no other means of delivery (i.e., telephone, facsimile or physical delivery) will be accepted. To bid, bidders must first register with Parity. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Parity may call (212) 849-5021 for their ID number or password. In the event of a general malfunction in the electronic bidding process, bidders will be contacted to reschedule bidding. To the extent Parity's Rules of Participation or any instruction or directions set forth by Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. Information regarding Parity, including any fees charged, may be obtained from i-Deal LLC, 2nd Floor, 1359 Broadway, New York, New York 10018 (telephone: (212) 849-5021).

Bids for the Series 2019 Certificates must be electronically submitted via Parity no later than 9:00 a.m., Greeley time on November 5, 2019 (or such later date or time as may be posted via Parity), and no bids will be received after that time. Once the bids are communicated electronically via Parity, each bid shall constitute an irrevocable offer to purchase the Series 2019 Certificates on the terms therein provided and shall be binding upon the bidder. For all purposes of the Parity electronic bidding process, the time as maintained on Parity shall constitute the official time.

By bidding for the Series 2019 Certificates, each bidder represents and warrants to the City that such bidder's bid for the purchase of the Series 2019 Certificates is submitted for and on behalf of such bidder by an officer or agent who is duly authorized to bind such bidder to a legal, valid and enforceable contract for the purchase of the Series 2019 Certificates. **Each bidder shall be solely responsible for making necessary arrangements to access Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale and Parity's Rules of Participation.** Neither the City, the Financial Advisor, Bond Counsel, nor Parity shall have any duty or obligation to provide or assure such access to any bidder, and neither the City, the Financial Advisor, Bond Counsel, nor Parity shall be responsible for proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, the use of Parity. The City is using Parity as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Series 2019 Certificates.

The City will notify the apparent successful bidder electronically (via Parity) as soon as possible after the City's receipt of bids, that such bidder's bid appears to be the best conforming bid received for the Series 2019 Certificates, subject to verification by the City and official action to be taken by the City's Director of Finance as described in "Time of Award" below. Promptly upon such notification, the apparent successful bidder will be required to confirm its bid by providing the City with signed documentation of its bid satisfactory to the City's Director of Finance.

Successful Bidder's Reoffering Prices

At or before 12:00 noon, Greeley time, on the day of sale, the successful bidder for the Series 2019 Certificates must provide to the City's Financial Advisor, by facsimile transmission or by other means acceptable to the Financial Advisor (see "Information" below), the initial prices and yields to the public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of each maturity of the Series 2019 Certificates was sold, in an aggregate dollar amount. The information as to initial offering prices shall be based on the winning bidder's expectations as of the day of sale and not on actual facts after the day of sale. Such initial prices and yields must be confirmed by written certificate in form and substance satisfactory to the City's Bond Counsel on the date of delivery of and payment for the Series 2019 Certificates. The successful bidder for the Series 2019 Certificates must also certify to the City in writing prior to delivery of the Series 2019 Certificates that the Series 2019 Certificates were sold as fixed interest rate Certificates as described in the Final Official Statement.

Good Faith Deposit

The successful bidder will be required to submit its good faith deposit in the amount of $120,000 to the City in the form of a cashier's check (or wire transfer as instructed by the City or its Financial Advisor) not later than 2:00 p.m., Greeley time, on the next business day following the award. The good faith deposit will be held by the City pending the delivery of the Series 2019 Certificates to secure the City against any failure of the successful bidder to comply with the terms of its bid, and in the event the successful bidder fails to honor its bid, its good faith deposit and any interest accrued thereon will be retained by the City. Upon delivery of the Series 2019 Certificates in accordance with the terms of the bid, the good faith deposit of the successful bidder will be applied to the purchase price. No interest on any good faith deposit will accrue to the purchaser or any other bidder. See also "Manner and Time of Delivery" below.

Sale Reservations

The City reserves the right (a) to reject any and all bids for the Series 2019 Certificates, (b) to reoffer the Series 2019 Certificates for sale, and (c) to waive any irregularity or informality in any bid. The City also reserves the right to change the date and time of sale of the Series 2019 Certificates and to make other changes to the provisions of this Official Notice of Sale prior to the date and time of the sale. Any such changes may be announced through Parity. Except as it may be amended by such Parity communication or other means of communication to prospective bidders, this Official Notice of Sale shall remain effective. If bids are not received at the time herein stated or if all bids are rejected, the City may reoffer the Series 2019 Certificates for sale at any time thereafter.

Basis of Award

The Series 2019 Certificates, subject to the reservations and limitations set forth herein, will be sold to the responsible bidder making the best bid therefor. The best bid will be determined by computing the True Interest Cost of the Series 2019 Certificates (i.e., using an actuarial or TIC method) for each bid received and an award will be made (if any is made) to the responsible bidder submitting the bid which results in the lowest True Interest Cost of the Series 2019 Certificates.

"True Interest Cost" of the Series 2019 Certificates as used herein means that yield which, if used to compute the present worth of all payments of principal and interest to be made on the Series 2019 Certificates from their date (assuming solely for this purpose that the Series 2019 Certificates will be dated November 14, 2019) to their respective maturity or mandatory sinking fund redemption dates, using the interest rates specified in the bid and the principal amounts maturing as shown in the maturity schedule set forth in "Maturities; Possible Principal Adjustment" above, produces an amount equal to the principal amount of the Series 2019 Certificates plus any premium bid. Such calculation shall be made without reference to the possible optional redemption of any of the Series 2019 Certificates prior to maturity. Such calculation shall be based on a 360-day year and a semiannual compounding interval. If two or more conforming bids have the same True Interest Cost, the first bid submitted, as determined by reference to the time stamp of Parity, shall be the winning bid.

Time of Award

Bids will be received at the time specified. The City has delegated to the City's Director of Finance, as City Representative, the authority to determine the winning bid and to award the Series 2019 Certificates (or to reject all bids). The Director of Finance will take such action within 36 hours after the expiration of the time herein specified for opening bids. Any such award of the Series 2019 Certificates will be subject to expiration of the referendum period with respect to the Ordinance.

Manner and Time of Delivery

The good faith deposit of the successful bidder will be credited to the purchaser at the time of delivery of the Series 2019 Certificates (without accruing interest). If the successful bidder for the Series 2019 Certificates fails or neglects to complete the purchase of the Series 2019 Certificates when the Series 2019 Certificates are made ready and are tendered for delivery, the amount of this good faith deposit will be forfeited (as liquidated damages for noncompliance with the bid) to the City, except as hereinafter provided. In that event the City may reoffer the Series 2019 Certificates for sale. The purchaser will not be required to accept delivery of any of the Series 2019 Certificates if they are not tendered for delivery within 60 days from the date bids are received; and if the Series 2019 Certificates are not so tendered within said period of time, the good faith deposit will be returned to the purchaser upon its request (without accruing interest). The City contemplates, however, effecting delivery of the Series 2019 Certificates to the purchaser on or about November 14, 2019. Delivery of any Series 2019 Certificate is conditioned upon the receipt by the City of a certificate as to their issue price. See "–Establishment of Issue Price" below.

Payment and Place of Delivery

The successful bidder will be required to make payment of the balance due for the Series 2019 Certificates at a bank or trust company designated by the City's Director of Finance. Payment of the balance of the purchase price due at delivery must be made in Federal Reserve Funds or other funds acceptable to the City for immediate and unconditional credit to the City. The Series 2019 Certificates will be delivered at the office of The Depository Trust Company in New York, New York, on confirmation by the City of receipt of the balance of the purchase price.

CUSIP Numbers

CUSIP numbers will be ordered by the Financial Advisor and paid for by the City as a cost of issuance. CUSIP numbers will be printed on the Series 2019 Certificates. If a wrong number is imprinted on any Series 2019 Certificate or if a number is not printed thereon, any such error or omission will not constitute cause for the successful bidder to refuse delivery of any Series 2019 Certificate.

Official Statement

The City has prepared the Preliminary Official Statement, which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), except for the omission of certain information as permitted by the Rule. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement, as defined below. The Preliminary Official Statement is available only in electronic form by posting at www.meritos.com and at www.i-dealprospectus.com. Other information concerning the City and the Series 2019 Certificates may be obtained prior to the sale from the sources listed under "Information" below.

The City will, as soon as practicable after the award of the Series 2019 Certificates to the successful bidder, update the information contained in the Preliminary Official Statement to the date of the award, and such updated Preliminary Official Statement will constitute the "Final Official Statement" relating to the Series 2019 Certificates. The City authorizes the successful bidder to distribute the Final Official Statement in connection with the offering of the Series 2019 Certificates; provided that the successful bidder must cooperate in providing the information required to complete the Final Official Statement. The City will provide to the successful bidder not to exceed 150 copies of the Final Official Statement on or before the seventh business day following the date of the award to the successful bidder. The successful bidder may obtain additional copies of the Final Official Statement at its expense. The Final Official Statements will be delivered to the successful bidder at the offices of the Financial Advisor at the address listed below. If the successful bidder fails to pick up the Final Official Statements at the offices of the Financial Advisor, the Final Official Statements will be forwarded to the successful bidder by mail or another delivery service mutually agreed to between the successful bidder and the Financial Advisor. The City will provide a copy of the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the Municipal Securities Rulemaking Board's ("MSRB") Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the successful bidder no later than one business day prior to the Closing Date to enable the successful bidder to comply with MSRB Rule G-32.

For a period beginning on the date of the Final Official Statement and ending 25 days following the "end of the underwriting period" (as defined in the Rule), if any event concerning the affairs, properties or financial condition of the City shall occur or be discovered as a result of which it is necessary to supplement the Final Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the City shall notify the successful bidder of any such event of which the Director of Finance has actual knowledge and shall cooperate fully in preparing and furnishing, at the City's expense, any supplement to the Final Official Statement necessary, in the reasonable opinion of the City and the successful bidder, so that the statements therein as so supplemented will not be misleading in the light of the circumstances existing at such time.

Secondary Market Disclosure Undertaking

Pursuant to the Rule, the City will undertake to provide certain ongoing disclosure, including certain annual operating data and financial information, audited financial statements and the occurrence of certain events. A form of the undertaking is set forth in the Preliminary Official Statement.

Transcript and Legal Opinion

The validity and enforceability of the Series 2019 Certificates will be approved by Kutak Rock LLP, as Bond Counsel. The purchaser will receive a transcript of legal proceedings, which will include, among other documents:

(a) a certificate executed by officials of the City, including the City Attorney, stating that there is no litigation pending against the City affecting the validity of the Series 2019 Certificates as of the date of their delivery;

(b) a certificate executed by the Director of Finance or other authorized official of the City stating that, to the best of knowledge of such official, the Final Official Statement as of its date did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading, and that, to the best of such official's knowledge, since the date of the Final Official Statement no event has occurred which would cause the Final Official Statement as of the date of the delivery of the Series 2019 Certificates to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading (provided that information relating to The Depository Trust Company will be excluded from such statements; and further provided that, if between the date of the public sale of the Series 2019 Certificates and the date of delivery of the Series 2019 Certificates, any event should occur or be discovered which would cause the Final Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the purchaser thereof and shall cooperate in any necessary supplement or amendment to the Final Official Statement as described above under "Official Statement";

(c) a letter from Bond Counsel, addressed to the purchaser of the Series 2019 Certificates, to the effect that the firm has not independently verified the information contained in the Final Official Statement, but that during the course of the participation by the firm in the preparation of the Final Official Statement no information came to the attention of the firm to lead it to believe that the Final Official Statement (except the financial statements and other statistical and financial data contained in the Final Official Statement, and except information relating to The Depository Trust Company contained in the Final Official Statement, as to which such firm will make no statement) as of its date either contained an untrue statement of any material fact or omitted to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading; and

(d) the opinion of Kutak Rock LLP as to the validity, enforceability and tax-exempt status of interest on the Series 2019 Certificates, the form of which is set forth in the Preliminary Official Statement as an appendix thereto.

Establishment of Issue Price

The winning bidder will be required to provide, in a timely manner, certain information necessary to compute the yield on the Series 2019 Certificates pursuant to the provisions of the Internal Revenue Code of 1986, as amended. The issue price of the Series 2019 Certificates shall be established as follows:

(a) The winning bidder shall assist the City in establishing the issue price of the Series 2019 Certificates and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2019 Certificates, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Series 2019 Certificates may be taken on behalf of the City by the Financial Advisor and any notice or report to be provided to the City may be provided to the Financial Advisor.

(b) The City intends that the provisions of Section 1.148-1(f)(3)(i) of the Treasury Regulations (defining "competitive sale" for purposes of establishing the issue price of the Series 2019 Certificates) will apply to the initial sale of the Series 2019 Certificates (the "competitive sale requirements") because:

1 the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

2. all bidders shall have an equal opportunity to bid;

3. the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

4. the City anticipates awarding the sale of the Series 2019 Certificates to the bidder who submits a firm offer to purchase the Series 2019 Certificates at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Series 2019 Certificates, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Series 2019 Certificates (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Series 2019 Certificates as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Series 2019 Certificates satisfies the 10% test as of the date and time of the award of the Series 2019 Certificates. The City shall promptly advise the winning bidder, at or before the time of award of the Series 2019 Certificates, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Series 2019 Certificates shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Series 2019 Certificates. Bidders should prepare their bids on the assumption that some or all of the maturities of the Series 2019 Certificates will be subject to the hold-the-offering-price rule in order to establish the issue price of the Series 2019 Certificates.

(d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Series 2019 Certificates to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Series 2019 Certificates, that the underwriters will neither offer nor sell unsold Series 2019 Certificates of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

1. the close of the fifth (5th) business day after the sale date; or

2. the date on which the underwriters have sold at least 10% of that maturity of the Series 2019 Certificates to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2019 Certificates to the public at a price that is no higher than the initial offering price to the public.

(e) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Series 2019 Certificates, the winning bidder agrees to promptly report to the City the prices at which the unsold Series 2019 Certificates of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Series 2019 Certificates of that maturity have been sold or (ii) the 10% test has been satisfied as to the Series 2019 Certificates of that maturity, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.

(f) The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Series 2019 Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Certificates, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2019 Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2019 Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Certificates, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2019 Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2019 Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Certificates, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2019 Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Certificates, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2019 Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Certificates.

(g) By submitting a bid, each bidder confirms that:

1. any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2019 Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Series 2019 Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2019 Certificates of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Series 2019 Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires;

(B) to promptly notify the winning bidder of any sales of Series 2019 Certificates that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2019 Certificates to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

2. any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2019 Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2019 Certificates to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2019 Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2019 Certificates of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Series 2019 Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

(h) Sales of any Series 2019 Certificates to any person that is a related party to an underwriter participating in the initial sale of the Series 2019 Certificates to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

1. "public" means any person other than an underwriter or a related party;

2. "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2019 Certificates to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2019 Certificates to the public);

3. a purchaser of any of the Series 2019 Certificates is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

4. "sale date" means the date that the Series 2019 Certificates are awarded by the City to the winning bidder.

Information

This Official Notice of Sale (a condensation of which has been ordered published), the Preliminary Official Statement and other information concerning the City and the Series 2019 Certificates may be obtained from Renee Wheeler, Director of Finance, ex-officio City Treasurer, City Hall, 1000 Tenth Street, Greeley, Colorado 80631 (telephone: (970) 350-9732, facsimile: (970) 350-9328, e-mail renee.wheeler@Greeleygov.com), or from the City's Financial Advisor, Hilltop Securities Inc., Attention: Jason Simmons, 8055 E. Tufts Avenue, Suite 500, Denver, Colorado 80237, (telephone: (303) 771-0217, e-mail: jason.simmons@hilltopsecurities.com). Information regarding Parity, including any fees charged, may be obtained from i-Deal LLC, 2nd Floor, 1359 Broadway, New York, New York 10018 (telephone: (212) 849-5021).

BY ORDER OF THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO, dated this November 5, 2019.

By /s/___________________________________
Mayor, City of Greeley, Colorado

APPENDIX A (to Form of Official Notice of Sale)

FORM OF ISSUE PRICE CERTIFICATE

ISSUE PRICE CERTIFICATE

$11,830,000*
Certificates of Participation, Series 2019
Evidencing Proportionate Undivided Interests in the Right to Receive Certain
Revenues Payable Pursuant to a Lease Purchase Agreement
Dated as of November 1, 2019
Between Zions Bancorporation, National Association, as Trustee,
and the City of Greeley, Colorado

[CLOSING DATE]

The undersigned, on behalf of [NAME OF UNDERWRITER] ("[SHORT NAME OF UNDERWRITER]"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Series 2019 Certificates"). The Series 2019 Certificates evidence proportionate undivided interests in the right to receive certain revenues payable pursuant to a Lease Purchase Agreement dated as of November 1, 2019 (the "Lease") between the City of Greeley, Colorado (the "City"), as lessee, and Zions Bancorporation, National Association, as lessor, solely in its capacity as trustee (the "Trustee") under the Indenture of Trust dated as of November 1, 2019 (the "Indenture") entered into by the Trustee. [*Sections 1 and 2 and schedules to be adjusted in execution version as necessary if all of the requirements of a "competitive sale" are not satisfied.*]

1. ***Reasonably Expected Initial Offering Price***.

(a) As of [THE SALE DATE], the reasonably expected initial offering prices of the Series 2019 Certificates to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Series 2019 Certificates used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Series 2019 Certificates. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Series 2019 Certificates.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Series 2019 Certificates.

2. ***Defined Terms***.

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

(a) "*Maturity*" means Series 2019 Certificates with the same credit and payment terms. Series 2019 Certificates with different maturity dates, or Series 2019 Certificates with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) "*Public*" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) "*Underwriter*" means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2019 Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2019 Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Series 2019 Certificates, and by Kutak Rock LLP in connection with rendering its opinion that the portion of Base Rentals (as defined in the Lease) allocable to the Series 2019 Certificates paid by the City which is designated and paid as interest, as provided in the Lease, is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Series 2019 Certificates.

IN WITNESS WHEREOF, the undersigned, on behalf of [SHORT NAME OF UNDERWRITER], has set his or her hand as of the date first written above.

[UNDERWRITER]

By: __________________________________
Name: ________________________________
Title: _________________________________

***

SCHEDULE A

EXPECTED OFFERING PRICES

[ATTACH]

***

SCHEDULE B

UNDERWRITER'S BID

[ATTACH]

(End of Form of Official Notice of Sale)

Section 3. The Director of Finance and other appropriate officers and agents of the City are hereby authorized to give such other notice of the sale of the Series 2019 Certificates, if any, as they deem appropriate, including, but not limited to, the distribution among investment bankers and others of the Official Notice of Sale authorized by Section 2 hereof and a Preliminary Official Statement relating to the issuance and sale of the Series 2019 Certificates (the "Preliminary Official Statement"), which distribution may be by such means (including, without limitation, electronic posting) as the Director of Finance may deem appropriate.

Section 4. Bids for the Series 2019 Certificates shall be received via Parity at the time and in the manner provided in the Official Notice of Sale, with such changes as may be approved by the Director of Finance. Notwithstanding any other provision of this resolution, the Council hereby delegates to the Director of Finance the following power and authority: (a) the Director of Finance may change the date or time of the public sale of the Series 2019 Certificates to a later date or time (but not later than 180 days after final passage of the Ordinance) if the Director of Finance determines that such delay of the sale will maximize the likelihood of marketing the Series 2019 Certificates when market conditions are relatively favorable, or that it is necessary or desirable to provide additional time to finalize information or documentation relating to the Series 2019 Certificates, and (b) the Director of Finance may make such completions and other changes, not inconsistent with the Ordinance, to both the published and official sale notice forms contained in this resolution as the Director of Finance may deem necessary or appropriate to conduct the public sale of the Series 2019 Certificates expeditiously and to the best financial advantage of the City.

Section 5. The Council hereby further delegates to the City's Director of Finance the power and authority make any amendments or include any additional provisions to the Official Notice of Sale in order to finalize the Official Notice of Sale so long as any such amendments or additional provisions are not in conflict with the terms and parameters of the Ordinance, to finalize and post the Official Notice of Sale and publish the condensed form thereof, to determine the winning bid for the Series 2019 Certificates; to determine the final aggregate principal amount and maturity schedule for the Series 2019 Certificates, including the principal maturities of the Series 2019 Certificates (so as to generate proceeds consistent with the costs of the project for which the Series 2019 Certificates are being issued) and to determine any related premium adjustment, all as provided in the Official Notice of Sale; and to award the Series 2019 Certificates and to execute an appropriate written acceptance of the winning bid (including, without limitation, a sale certificate setting forth such determinations, certifications and approvals as may be required or contemplated by the Ordinance), or to reject all bids; provided that any such award and acceptance shall be subject to the final passage and effectiveness of the Ordinance, expiration of the referendum period with respect thereto.

Section 6. The proposed form of Preliminary Official Statement of the City relating to the issuance and sale of the Series 2019 Certificates has been presented to the meeting of the Council at which this Resolution is approved, and is on file in the office of the City Clerk. The Preliminary Official Statement, in substantially the form so presented with such additional changes as are made prior to the sale date, is hereby deemed by the City to be a "nearly final official statement" for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The distribution and use by the Purchaser for the reoffering of the Series 2019 Certificates to the public of the final Official Statement (the "Official Statement"), in substantially the form of the Preliminary Official Statement, but with such amendments, additions and deletions as are consistent with the facts, as are not inconsistent herewith and as are approved by the Mayor as evidenced by the Mayor's execution of the Official Statement, is hereby authorized and approved, and the Mayor is authorized to sign the final Official Statement on behalf of the City.

Section 7. The officers and agents of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution, including, but not limited to, the preparation and distribution of the Preliminary Official Statement and the publication, electronic posting and distribution of notice relating to the public sale of the Series 2019 Certificates. The Council deems all delegations, directions, instructions and authorizations contained in this resolution to be consistent with Section 3-4 of the Charter. To the extent required by Section 3-4 of the Charter, the effectuation of this resolution shall be subject to the supervision of the City Manager of the City, and the City Manager is hereby directed to give all orders, directions, instructions and authorizations to City personnel as may be necessary or appropriate to accomplish the purposes of this resolution.

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

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

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

[Remainder of Page Left Intentionally Blank]

INTRODUCED, PASSED AND ADOPTED this October 15, 2019

By ______________________________
Mayor

[CITY SEAL]

Attest:

By ______________________________
City Clerk

APPENDIX A

(ATTACH PUBLISHED NOTICE)

Council Agenda Summary

October 15, 2019

Agenda Item Number 14

Key Staff Contact: Sharon McCabe, Human Resources Director, 970-350-9714

Title:

Consideration of a resolution of the City Council of the City of Greeley, Colorado, authorizing City staff to enter into settlement agreements with Greeley Gymnastics Center, Inc., Adventure Child Center, Inc., Adventure Management, Inc., and Theo Digerness

Summary:

Greeley Gymnastics Center, Inc., Adventure Child Center, Inc., Adventure Management, Inc., and Theo Digerness filed Demand Letters with the City of Greeley on July 7, 2017 regarding damages they incurred as a result of a water main break near 59th Avenue and 20th Street on January 24, 2017. The parties participated in mediation in the course of litigation and entered into a settlement agreement, conditioned upon acceptance by City Council. The Settlement Agreements are included as an attachment for Council consideration of the resolution.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	$635,000
What is the annual impact?	None
What fund of the City will provide Funding?	Liability Fund
What is the source of revenue within the fund?	Allocations charged to each City department
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

A settlement agreement with the four claimants would resolve all associated claims against the City.

Other Issues and Considerations:

None anticipated.

Applicable Council Priority and Goal:

Safety: Manage the City's water supply to promote the health, safety and welfare of the City for residents, businesses and visitors.

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution
Settlement Agreements

THE CITY OF GREELEY, COLORADO

RESOLUTION ____ , 2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO AUTHORIZING CITY STAFF TO ENTER INTO SETTLEMENT AGREEMENTS WITH GREELEY GYMNASTICS CENTER, INC., ADVENTURE CHILD CENTER, INC., ADVENTURE MANAGEMENT, INC., AND THEO DIGERNESS

WHEREAS, Greeley Gymnastics Center, Inc., Adventure Child Center, Inc., Adventure Management, Inc., and Theo Digerness filed Claims and Demand Letters with the City on July 20, 2017, asserting damages they each sustained as a result of a water main break near 59th Avenue and 20th Street on January 24, 2017; and

WHEREAS, the four claimants initiated litigation on January 23, 2019, in Weld District Court Case No. 2019CV30071, to recover said damages; and

WHEREAS, the City's Risk Manager, in conjunction with the City Attorney's Office and as authorized in Section 4.18.040(a) of the Greeley Municipal Code, attended a mediation in conjunction with that litigation; and

WHEREAS, the parties have negotiated a settlement that resolves all issues involved in the claim but which is fully contingent upon Council's approval pursuant to Section 4.18.040(b); and

WHEREAS, settlement of the claim will include the full release of all claims against the City of Greeley, its officers and employees as required by Section 4.18.040(e); and

WHEREAS, the City's Risk Manager and the City Attorney's Office believe it is in the best interests of the City of Greeley to approve a settlement of this litigation.

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

1. City Council authorizes City staff members to sign Mutual Release and Settlement Agreements with Greeley Gymnastics, Inc., Adventure Child Center, Inc., Adventure Management, Inc., Theo Digerness, and their counsel of record that resolves all claims associated with this incident which occurred on January 24, 2017.

2. The City Attorney is authorized to make changes to the Mutual Release and Settlement Agreement following review and approval by City Council as long as such changes do not change the substance of the agreement.

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

PASSED, AND ADOPTED, SIGNED AND APPROVED this ____ day of _________, 2019.

ATTEST:	THE CITY OF GREELEY, COLORADO
By: ______________________________	By: ______________________________
	Mayor

SETTLEMENT AND
MUTUAL RELEASE AGREEMENT

THIS SETTLEMENT AND MUTUAL RELEASE AGREEMENT made this _____ day of October, 2019, by and between Adventure Management, Inc. ("Claimant") and the City of Greeley, Colorado ("City") (Claimant and City, collectively, "Parties") is an agreement which exchanges a full and mutual release of all claims by Claimant against the City of Greeley as result of any and all injuries and damages arising from an incident occurring on or about January 24, 2017, in exchange for the following consideration.

IN CONSIDERATION of the mutual covenants undertaken and the mutual releases contained in this agreement the adequacy of which is acknowledged by and between the Parties, Claimant and the City agree as follows:

RECITALS

A. Claimant submitted a claim to the City of Greeley on or about January 24, 2017, seeking reimbursement for costs associated with repair of a water main break located at 59th Avenue and 20th Street in Greeley, Colorado, which occurred on January 24, 2017.

B. Claimant asserted damages in excess of $350,000.

C. Claimant, with Co-Plaintiffs Greeley Gymnastics Center, Inc., Adventure Child Center, Inc., and Theo Digerness, filed civil action 2019 CV 30071 against the City on January 24, 2019. In the course of litigation, the Parties engaged in mediation. After engaging in mediation, the Parties have agreed to settle all disputes between them related to the January 24, 2017 water main break.

D. The Parties desire to enter into this Settlement and Mutual Release Agreement ("Agreement") in order to provide for a full and final mutual settlement as well as a discharge of all claims each may have against the other related to the incident which occurred on January 24, 2017.

AGREEMENT

1. Settlement Compensation. The City agrees to pay Claimant the amount of FIFTY THOUSAND DOLLARS ($50,000.00). This amount shall be paid within fifteen (15) business days following the execution of this Agreement and receipt by the City of W-9 from Claimant.

2. Release and Discharge. In consideration of the mutual promises between the Parties, the Parties completely release and forever discharge each other and any past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employers, employees, subsidiaries, affiliates, partners, predecessors, successors and assigns, and all other persons, firms or corporation with whom the Parties have been, are now or may hereafter be affiliated, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, damages, exemplary damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, which Parties now have, or which may hereafter accrue or otherwise be acquired, arising out of or in any way relating to the January 24, 2017 incident, which are or could have been the subject of the claim including, but not limited to, any and all known or unknown claims, as well as any and all known

or unknown claims for or any future claim of the Parties' representative(s) or assignee(s). This Release and Discharge shall be a fully binding and complete settlement between the Parties, their affiliates, assigns, predecessors and successors.

3. General Release. The Parties hereby acknowledge and agree that this Release and Discharge is a general release of any and all claims arising out of or in any way relating to the incident which occurred on January 24, 2017, on behalf of themselves, their officers, agents, employees, and all other persons, firms or corporations with whom the Parties have been, are now or may hereafter be affiliated, and they further expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Parties' decision to enter into this Agreement. The Parties further agree that they have accepted the benefit of the payment of the sum specified herein and the mutual promises as a complete compromise of matters involving disputed issues of law and fact, and the Parties assume the risk that the facts or law may be otherwise than the Parties believe. It is understood and agreed by the Parties that this settlement is a compromise of a disputed claim, and the payment is not to be construed as an admission of liability on the part of the City of Greeley.

4. Scope of Agreement. This Agreement is intended as a release of all claims of the kind or nature set forth above as to all persons, firms or corporations, regardless of whether such persons are specifically named or designated herein, and regardless of whether such persons, firms or corporations or parties to any litigation arising out of this matter, except to the extent any limitations are specifically designated herein to the contrary.

5. Denial of Liability/Assumption of Risk/Mistake of Fact. The Parties specifically affirm that the above-described compensation would not be paid, except as consideration set forth in exchange for the full and complete release of any and all claims, actions or causes of action, known or unknown, as described above. It is understood and agreed to by the Parties that this settlement is a compromise of a disputed claim and the payments are not to be construed as an admission of liability on the part of either party. The Parties specifically acknowledge that they have taken into account and are aware of the facts and circumstances surrounding the incident on January 24, 2017. Parties have specifically taken into account that potential mistake of facts may have been made and reached in this particular settlement and affirm that part of the consideration above is being given by the Parties to each other for the voluntary assumption of that potential risk arising from this possible mistake of fact. The Parties' assumption of this potential risk is final and complete, but this assumption of risk shall not constitute any admission by any party of any liability or wrongdoing. The Parties acknowledge that there may be unknown injuries or damages, of which they are not aware, relating to the above-described incident and the surrounding circumstances. It is the Parties' intent to release the other from any and all claims which may arise from the above-described incident.

6. Warranty of Capacity to Execute Agreement. Each Party, as to its claims, demands, obligations, or causes of action referred to in this Agreement, represents and warrants that no other person or entity has or has had any interest to such Party' claims, demands, obligations, or causes of action, except as otherwise set forth herein, and each Party has the sole right and exclusive authority to execute this Agreement and receive the sums specified herein, and that each Party has not sold, assigned, transferred, conveyed or otherwise disposed of any of its claims, demands, obligations, or cause of action released or referred to in this Agreement.

7. Subrogation/Attorney Lien. Claimant agrees that all payments to third parties who may have subrogation rights and/or Attorney's Liens to any monies received pursuant to this Agreement as a result of any and all injuries and damages arising from the January 24, 2017 incident are the sole responsibility of Claimant. Claimant agrees to accept sole responsibility for any lien asserted by any third party on any monies received pursuant to this agreement. Claimant, by this agreement, agrees to hold harmless, defend and indemnify the City from any third party claims to any portion of the monies received under this agreement.

8. Action to Enforce terms. The Parties agree that Presentation of the Agreement shall be a complete affirmative defense to any and all such claims and shall be a complete bar to any such action.

9. Miscellaneous.

A. This instrument constitutes and contains the entire agreement and understanding of the Parties and the subject matter herein between the Parties arising from any and all damages and injuries arising from the January 24, 2017 incident and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or verbal, all concerning the subject matter hereof. No party, nor any agent or attorney therefore, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein.

B. Neither the process of negotiating nor the act of executing this agreement is intended to be nor shall at any time be deemed, construed, or treated in any respect as an admission of liability of the legal validity of any claim asserted by any party hereto or otherwise.

C. Nothing in this agreement shall be constructed as a waiver of immunity provided by common law or by state statute, including the Colorado Governmental Immunity Act, Section 24-10-101, *et seq*., C.R.S.; and further shall not be deemed as an assumption of any duty with respect to any non-party to this Agreement.

D. No waiver of any breach of any term or provision of this agreement shall be construed to be, nor shall be, a waiver of any other breach of this agreement. No waiver shall be binding unless in writing, signed by the party waiving the breach.

E. If any provision of this Agreement shall be determined to be invalid or void, for any reason, the remaining provisions shall nonetheless remain in full force and effect.

F. Each party hereto acknowledges that they and/or their respective counsel have participated in or had the opportunity to participate in the drafting, preparation and review of this agreement and, therefore, no part hereof shall be construed against any party based upon the identity of any person who purported to be the drafter of such language.

G. The Parties execute this Agreement without reliance upon any statements or representations by the other concerning the nature and extent of any damages, legal liability, tax consequences or any other matter except as contained in this Agreement. Claimant voluntarily agrees to assume the risk and obligation to pay any and all taxes due, if any, as the result of receiving the settlement funds referenced herein.

H. This agreement is contractual in nature and not a mere recital, each party asserting that valuable consideration has been received, binding the Parties to their respective rights and obligations hereunder.

I. It is understood and agreed that both Parties shall bear their own attorneys' fees and costs, if any, arising from the action of their own counsel in connection with the claim.

J. The Parties agree to cooperate fully and execute any and all supplementary documents, and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms of this Agreement.

K. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

This Agreement shall become effective following its execution by the Parties and upon the release of funds, as stated in paragraph 1 above.

CLAIMANT:

ADVENTURE MANAGEMENT, INC.

____
By: ___________________________
Title:_____________________

THE CITY OF GREELEY, COLORADO:

APPROVED AS TO SUBSTANCE:

By:________________________________
Roy Otto, City Manager

AVAILABILITY OF FUNDS:

By:________________________________
Renee Wheeler, Director of Finance

APPROVED AS TO LEGAL FORM:

By:________________________________
Doug Marek, City Attorney

SETTLEMENT AND
MUTUAL RELEASE AGREEMENT

THIS SETTLEMENT AND MUTUAL RELEASE AGREEMENT made this _____ day of October, 2019, by and between Theo Digerness ("Claimant") and the City of Greeley, Colorado ("City") (Claimant and City, collectively, "Parties") is an agreement which exchanges a full and mutual release of all claims by Claimant against the City of Greeley as result of any and all injuries and damages arising from an incident occurring on or about January 24, 2017, in exchange for the following consideration.

IN CONSIDERATION of the mutual covenants undertaken and the mutual releases contained in this agreement the adequacy of which is acknowledged by and between the Parties, Claimant and the City agree as follows:

RECITALS

A. Claimant submitted a claim to the City of Greeley on or about January 24, 2017, seeking reimbursement for costs associated with repair of a water main break located at 59th Avenue and 20th Street in Greeley, Colorado, which occurred on January 24, 2017.

B. Claimant asserted damages in excess of $350,000.

C. Claimant, with Co-Plaintiffs Greeley Gymnastics Center, Inc., Adventure Child Center, Inc., and Adventure Management, Inc., filed civil action 2019 CV 30071 against the City on January 24, 2019. In the course of litigation, the Parties engaged in mediation. After engaging in mediation, the Parties have agreed to settle all disputes between them related to the January 24, 2017 water main break.

D. The Parties desire to enter into this Settlement and Mutual Release Agreement ("Agreement") in order to provide for a full and final mutual settlement as well as a discharge of all claims each may have against the other related to the incident which occurred on January 24, 2017.

AGREEMENT

1. Settlement Compensation. The City agrees to pay Claimant the amount of FIVE THOUSAND DOLLARS ($5,000.00). This amount shall be paid within fifteen (15) business days following the execution of this Agreement and receipt by the City of W-9 from Claimant.

2. Release and Discharge. In consideration of the mutual promises between the Parties, the Parties completely release and forever discharge each other and any past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employers, employees, subsidiaries, affiliates, partners, predecessors, successors and assigns, and all other persons, firms or corporation with whom the Parties have been, are now or may hereafter be affiliated, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, damages, exemplary damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, which Parties now have, or which may hereafter accrue or otherwise be acquired, arising out of or in any way relating to the January 24, 2017 incident, which are or could have been the subject of the claim including, but not limited to, any and all known or unknown claims, as well as any and all known or unknown claims for or any future claim of the Parties' representative(s) or assignee(s). This Release and

Discharge shall be a fully binding and complete settlement between the Parties, their affiliates, assigns, predecessors and successors.

3. General Release. The Parties hereby acknowledge and agree that this Release and Discharge is a general release of any and all claims arising out of or in any way relating to the incident which occurred on January 24, 2017, on behalf of themselves, their officers, agents, employees, and all other persons, firms or corporations with whom the Parties have been, are now or may hereafter be affiliated, and they further expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Parties' decision to enter into this Agreement. The Parties further agree that they have accepted the benefit of the payment of the sum specified herein and the mutual promises as a complete compromise of matters involving disputed issues of law and fact, and the Parties assume the risk that the facts or law may be otherwise than the Parties believe. It is understood and agreed by the Parties that this settlement is a compromise of a disputed claim, and the payment is not to be construed as an admission of liability on the part of the City of Greeley.

4. Scope of Agreement. This Agreement is intended as a release of all claims of the kind or nature set forth above as to all persons, firms or corporations, regardless of whether such persons are specifically named or designated herein, and regardless of whether such persons, firms or corporations or parties to any litigation arising out of this matter, except to the extent any limitations are specifically designated herein to the contrary.

5. Denial of Liability/Assumption of Risk/Mistake of Fact. The Parties specifically affirm that the above-described compensation would not be paid, except as consideration set forth in exchange for the full and complete release of any and all claims, actions or causes of action, known or unknown, as described above. It is understood and agreed to by the Parties that this settlement is a compromise of a disputed claim and the payments are not to be construed as an admission of liability on the part of either party. The Parties specifically acknowledge that they have taken into account and are aware of the facts and circumstances surrounding the incident on January 24, 2017. Parties have specifically taken into account that potential mistake of facts may have been made and reached in this particular settlement and affirm that part of the consideration above is being given by the Parties to each other for the voluntary assumption of that potential risk arising from this possible mistake of fact. The Parties' assumption of this potential risk is final and complete, but this assumption of risk shall not constitute any admission by any party of any liability or wrongdoing. The Parties acknowledge that there may be unknown injuries or damages, of which they are not aware, relating to the above-described incident and the surrounding circumstances. It is the Parties' intent to release the other from any and all claims which may arise from the above-described incident.

6. Warranty of Capacity to Execute Agreement. Each Party, as to his or its claims, demands, obligations, or causes of action referred to in this Agreement, represents and warrants that no other person or entity has or has had any interest to such Party' claims, demands, obligations, or causes of action, except as otherwise set forth herein, and each Party has the sole right and exclusive authority to execute this Agreement and receive the sums specified herein, and that each Party has not sold, assigned, transferred, conveyed or otherwise disposed of any of his or its claims, demands, obligations, or cause of action released or referred to in this Agreement.

7. Subrogation/Attorney Lien. Claimant agrees that all payments to third parties who may have subrogation rights and/or Attorney's Liens to any monies received pursuant to this Agreement as a result of any and all injuries and damages arising from the January 24, 2017 incident are the sole responsibility of Claimant. Claimant agrees to accept sole responsibility for any lien asserted by any third party on any monies received pursuant to this agreement. Claimant, by this agreement, agrees to hold harmless, defend and indemnify the City from any third party claims to any portion of the monies received under this agreement.

8. Action to Enforce Terms. The Parties agree that Presentation of the Agreement shall be a complete affirmative defense to any and all such claims and shall be a complete bar to any such action.

9. Miscellaneous.

A. This instrument constitutes and contains the entire agreement and understanding of the Parties and the subject matter herein between the Parties arising from any and all damages and injuries arising from the January 24, 2017 incident and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or verbal, all concerning the subject matter hereof. No party, nor any agent or attorney therefore, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein.

B. Neither the process of negotiating nor the act of executing this agreement is intended to be nor shall at any time be deemed, construed, or treated in any respect as an admission of liability of the legal validity of any claim asserted by any party hereto or otherwise.

C. Nothing in this agreement shall be constructed as a waiver of immunity provided by common law or by state statute, including the Colorado Governmental Immunity Act, Section 24-10-101, *et seq*., C.R.S.; and further shall not be deemed as an assumption of any duty with respect to any non-party to this Agreement.

D. No waiver of any breach of any term or provision of this agreement shall be construed to be, nor shall be, a waiver of any other breach of this agreement. No waiver shall be binding unless in writing, signed by the party waiving the breach.

E. If any provision of this Agreement shall be determined to be invalid or void, for any reason, the remaining provisions shall nonetheless remain in full force and effect.

F. Each party hereto acknowledges that they and/or their respective counsel have participated in or had the opportunity to participate in the drafting, preparation and review of this agreement and, therefore, no part hereof shall be construed against any party based upon the identity of any person who purported to be the drafter of such language.

G. The Parties execute this Agreement without reliance upon any statements or representations by the other concerning the nature and extent of any damages, legal liability, tax consequences or any other matter except as contained in this Agreement. Claimant voluntarily agrees to assume the risk and obligation to pay any and all taxes due, if any, as the result of receiving the settlement funds referenced herein.

H. This agreement is contractual in nature and not a mere recital, each party asserting that valuable consideration has been received, binding the Parties to their respective rights and obligations hereunder.

I. It is understood and agreed that both Parties shall bear their own attorneys' fees and costs, if any, arising from the action of their own counsel in connection with the claim.

J. The Parties agree to cooperate fully and execute any and all supplementary documents, and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms of this Agreement.

K. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

This Agreement shall become effective following its execution by the Parties and upon the release of funds, as stated in paragraph 1 above.

CLAIMANT:

THEO DIGERNESS

____

THE CITY OF GREELEY, COLORADO:

APPROVED AS TO SUBSTANCE:

By:__________________________________
Roy Otto, City Manager

AVAILABILITY OF FUNDS:

By:__________________________________
Renee Wheeler, Director of Finance

APPROVED AS TO LEGAL FORM:

By:__________________________________
Doug Marek, City Attorney

SETTLEMENT AND
MUTUAL RELEASE AGREEMENT

THIS SETTLEMENT AND MUTUAL RELEASE AGREEMENT made this _____ day of October, 2019, by and between Greeley Gymnastics Center, Inc. ("Claimant") and the City of Greeley, Colorado ("City") (Claimant and City, collectively, "Parties") is an agreement which exchanges a full and mutual release of all claims by Claimant against the City of Greeley as result of any and all injuries and damages arising from an incident occurring on or about January 24, 2017, in exchange for the following consideration.

IN CONSIDERATION of the mutual covenants undertaken and the mutual releases contained in this agreement the adequacy of which is acknowledged by and between the Parties, Claimant and the City agree as follows:

RECITALS

A. Claimant submitted a claim to the City of Greeley on or about January 24, 2017, seeking reimbursement for costs associated with repair of a water main break located at 59th Avenue and 20th Street in Greeley, Colorado, which occurred on January 24, 2017.

B. Claimant asserted damages in excess of $350,000.

C. Claimant, with Co-Plaintiffs Adventure Child Center, Inc., Adventure Management, Inc., and Theo Digerness, filed civil action 2019 CV 30071 against the City on January 24, 2019. In the course of litigation, the Parties engaged in mediation. After engaging in mediation, the Parties have agreed to settle all disputes between them related to the January 24, 2017 water main break.

D. The Parties desire to enter into this Settlement and Mutual Release Agreement ("Agreement") in order to provide for a full and final mutual settlement as well as a discharge of all claims each may have against the other related to the incident which occurred on January 24, 2017.

AGREEMENT

1. Settlement Compensation. The City agrees to pay Claimant the amount of TWO HUNDRED THIRTY THOUSAND DOLLARS ($230,000.00). This amount shall be paid within fifteen (15) business days following the execution of this Agreement and receipt by the City of W-9 from Claimant.

2. Release and Discharge. In consideration of the mutual promises between the Parties, the Parties completely release and forever discharge each other and any past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employers, employees, subsidiaries, affiliates, partners, predecessors, successors and assigns, and all other persons, firms or corporation with whom the Parties have been, are now or may hereafter be affiliated, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, damages, exemplary damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, which Parties now have, or which may hereafter accrue or otherwise be acquired, arising out of or in any way relating to the January 24, 2017 incident, which are or could have been the subject of the claim including, but not limited to, any and all known or unknown claims, as well as any and all known

or unknown claims for or any future claim of the Parties' representative(s) or assignee(s). This Release and Discharge shall be a fully binding and complete settlement between the Parties, their affiliates, assigns, predecessors and successors.

3. General Release. The Parties hereby acknowledge and agree that this Release and Discharge is a general release of any and all claims arising out of or in any way relating to the incident which occurred on January 24, 2017, on behalf of themselves, their officers, agents, employees, and all other persons, firms or corporations with whom the Parties have been, are now or may hereafter be affiliated, and they further expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Parties' decision to enter into this Agreement. The Parties further agree that they have accepted the benefit of the payment of the sum specified herein and the mutual promises as a complete compromise of matters involving disputed issues of law and fact, and the Parties assume the risk that the facts or law may be otherwise than the Parties believe. It is understood and agreed by the Parties that this settlement is a compromise of a disputed claim, and the payment is not to be construed as an admission of liability on the part of the City of Greeley.

4. Scope of Agreement. This Agreement is intended as a release of all claims of the kind or nature set forth above as to all persons, firms or corporations, regardless of whether such persons are specifically named or designated herein, and regardless of whether such persons, firms or corporations or parties to any litigation arising out of this matter, except to the extent any limitations are specifically designated herein to the contrary.

5. Denial of Liability/Assumption of Risk/Mistake of Fact. The Parties specifically affirm that the above-described compensation would not be paid, except as consideration set forth in exchange for the full and complete release of any and all claims, actions or causes of action, known or unknown, as described above. It is understood and agreed to by the Parties that this settlement is a compromise of a disputed claim and the payments are not to be construed as an admission of liability on the part of either party. The Parties specifically acknowledge that they have taken into account and are aware of the facts and circumstances surrounding the incident on January 24, 2017. Parties have specifically taken into account that potential mistake of facts may have been made and reached in this particular settlement and affirm that part of the consideration above is being given by the Parties to each other for the voluntary assumption of that potential risk arising from this possible mistake of fact. The Parties' assumption of this potential risk is final and complete, but this assumption of risk shall not constitute any admission by any party of any liability or wrongdoing. The Parties acknowledge that there may be unknown injuries or damages, of which they are not aware, relating to the above-described incident and the surrounding circumstances. It is the Parties' intent to release the other from any and all claims which may arise from the above-described incident.

6. Warranty of Capacity to Execute Agreement. Each Party, as to its claims, demands, obligations, or causes of action referred to in this Agreement, represents and warrants that no other person or entity has or has had any interest to such Party' claims, demands, obligations, or causes of action, except as otherwise set forth herein, and each Party has the sole right and exclusive authority to execute this Agreement and receive the sums specified herein, and that each Party has not sold, assigned, transferred, conveyed or otherwise disposed of any of its claims, demands, obligations, or cause of action released or referred to in this Agreement.

7. Subrogation/Attorney Lien. Claimant agrees that all payments to third parties who may have subrogation rights and/or Attorney's Liens to any monies received pursuant to this Agreement as a result of any and all injuries and damages arising from the January 24, 2017 incident are the sole responsibility of Claimant. Claimant agrees to accept sole responsibility for any lien asserted by any third party on any monies received pursuant to this agreement. Claimant, by this agreement, agrees to hold harmless, defend and indemnify the City from any third party claims to any portion of the monies received under this agreement.

8. Action to Enforce terms. The Parties agree that Presentation of the Agreement shall be a complete affirmative defense to any and all such claims and shall be a complete bar to any such action.

9. Miscellaneous.

A. This instrument constitutes and contains the entire agreement and understanding of the Parties and the subject matter herein between the Parties arising from any and all damages and injuries arising from the January 24, 2017 incident and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or verbal, all concerning the subject matter hereof. No party, nor any agent or attorney therefore, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein.

B. Neither the process of negotiating nor the act of executing this agreement is intended to be nor shall at any time be deemed, construed, or treated in any respect as an admission of liability of the legal validity of any claim asserted by any party hereto or otherwise.

C. Nothing in this agreement shall be constructed as a waiver of immunity provided by common law or by state statute, including the Colorado Governmental Immunity Act, Section 24-10-101, *et seq*., C.R.S.; and further shall not be deemed as an assumption of any duty with respect to any non-party to this Agreement.

D. No waiver of any breach of any term or provision of this agreement shall be construed to be, nor shall be, a waiver of any other breach of this agreement. No waiver shall be binding unless in writing, signed by the party waiving the breach.

E. If any provision of this Agreement shall be determined to be invalid or void, for any reason, the remaining provisions shall nonetheless remain in full force and effect.

F. Each party hereto acknowledges that they and/or their respective counsel have participated in or had the opportunity to participate in the drafting, preparation and review of this agreement and, therefore, no part hereof shall be construed against any party based upon the identity of any person who purported to be the drafter of such language.

G. The Parties execute this Agreement without reliance upon any statements or representations by the other concerning the nature and extent of any damages, legal liability, tax consequences or any other matter except as contained in this Agreement. Claimant voluntarily agrees to assume the risk and obligation to pay any and all taxes due, if any, as the result of receiving the settlement funds referenced herein.

H. This agreement is contractual in nature and not a mere recital, each party asserting that valuable consideration has been received, binding the Parties to their respective rights and obligations hereunder.

I. It is understood and agreed that both Parties shall bear their own attorneys' fees and costs, if any, arising from the action of their own counsel in connection with the claim.

J. The Parties agree to cooperate fully and execute any and all supplementary documents, and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms of this Agreement.

K. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

This Agreement shall become effective following its execution by the Parties and upon the release of funds, as stated in paragraph 1 above.

CLAIMANT:	**THE CITY OF GREELEY, COLORADO:**
GREELEY GYMNASTICS CENTER, INC.	APPROVED AS TO SUBSTANCE:
______________________________	
By: ___________________________	By:__________________________________
Title:_____________________	Roy Otto, City Manager
	AVAILABILITY OF FUNDS:
	By:__________________________________
	Renee Wheeler, Director of Finance
	APPROVED AS TO LEGAL FORM:
	By:__________________________________
	Doug Marek, City Attorney

SETTLEMENT AND
MUTUAL RELEASE AGREEMENT

THIS SETTLEMENT AND MUTUAL RELEASE AGREEMENT made this _____ day of October, 2019, by and between Adventure Child Center, Inc. ("Claimant") and the City of Greeley, Colorado ("City") (Claimant and City, collectively, "Parties") is an agreement which exchanges a full and mutual release of all claims by Claimant against the City of Greeley as result of any and all injuries and damages arising from an incident occurring on or about January 24, 2017, in exchange for the following consideration.

IN CONSIDERATION of the mutual covenants undertaken and the mutual releases contained in this agreement the adequacy of which is acknowledged by and between the Parties, Claimant and the City agree as follows:

RECITALS

A. Claimant submitted a claim to the City of Greeley on or about January 24, 2017, seeking reimbursement for costs associated with repair of a water main break located at 59th Avenue and 20th Street in Greeley, Colorado, which occurred on January 24, 2017.

B. Claimant asserted damages in excess of $350,000.

C. Claimant, with Co-Plaintiffs Greeley Gymnastics Center, Inc., Adventure Management, Inc., and Theo Digerness, filed civil action 2019 CV 30071 against the City on January 24, 2019. In the course of litigation, the Parties engaged in mediation. After engaging in mediation, the Parties have agreed to settle all disputes between them related to the January 24, 2017 water main break.

D. The Parties desire to enter into this Settlement and Mutual Release Agreement ("Agreement") in order to provide for a full and final mutual settlement as well as a discharge of all claims each may have against the other related to the incident which occurred on January 24, 2017.

AGREEMENT

1. Settlement Compensation. The City agrees to pay Claimant the amount of THREE HUNDRED FIFTY THOUSAND ($350,000.00). This amount shall be paid within fifteen (15) business days following the execution of this Agreement and receipt by the City of W-9 from Claimant.

2. Release and Discharge. In consideration of the mutual promises between the Parties, the Parties completely release and forever discharge each other and any past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employers, employees, subsidiaries, affiliates, partners, predecessors, successors and assigns, and all other persons, firms or corporation with whom the Parties have been, are now or may hereafter be affiliated, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, damages, exemplary damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, which Parties now have, or which may hereafter accrue or otherwise be acquired, arising out of or in any way relating to the January 24, 2017 incident, which are or could have been the subject of the claim including, but not limited to, any and all known or unknown claims, as well as any and all known

or unknown claims for or any future claim of the Parties' representative(s) or assignee(s). This Release and Discharge shall be a fully binding and complete settlement between the Parties, their affiliates, assigns, predecessors and successors.

3. General Release. The Parties hereby acknowledge and agree that this Release and Discharge is a general release of any and all claims arising out of or in any way relating to the incident which occurred on January 24, 2017, on behalf of themselves, their officers, agents, employees, and all other persons, firms or corporations with whom the Parties have been, are now or may hereafter be affiliated, and they further expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Parties' decision to enter into this Agreement. The Parties further agree that they have accepted the benefit of the payment of the sum specified herein and the mutual promises as a complete compromise of matters involving disputed issues of law and fact, and the Parties assume the risk that the facts or law may be otherwise than the Parties believe. It is understood and agreed by the Parties that this settlement is a compromise of a disputed claim, and the payment is not to be construed as an admission of liability on the part of the City of Greeley.

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8. Action to Enforce terms. The Parties agree that Presentation of the Agreement shall be a complete affirmative defense to any and all such claims and shall be a complete bar to any such action.

9. Miscellaneous.

A. This instrument constitutes and contains the entire agreement and understanding of the Parties and the subject matter herein between the Parties arising from any and all damages and injuries arising from the January 24, 2017 incident and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or verbal, all concerning the subject matter hereof. No party, nor any agent or attorney therefore, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein.

B. Neither the process of negotiating nor the act of executing this agreement is intended to be nor shall at any time be deemed, construed, or treated in any respect as an admission of liability of the legal validity of any claim asserted by any party hereto or otherwise.

C. Nothing in this agreement shall be constructed as a waiver of immunity provided by common law or by state statute, including the Colorado Governmental Immunity Act, Section 24-10-101, *et seq*., C.R.S.; and further shall not be deemed as an assumption of any duty with respect to any non-party to this Agreement.

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E. If any provision of this Agreement shall be determined to be invalid or void, for any reason, the remaining provisions shall nonetheless remain in full force and effect.

F. Each party hereto acknowledges that they and/or their respective counsel have participated in or had the opportunity to participate in the drafting, preparation and review of this agreement and, therefore, no part hereof shall be construed against any party based upon the identity of any person who purported to be the drafter of such language.

G. The Parties execute this Agreement without reliance upon any statements or representations by the other concerning the nature and extent of any damages, legal liability, tax consequences or any other matter except as contained in this Agreement. Claimant voluntarily agrees to assume the risk and obligation to pay any and all taxes due, if any, as the result of receiving the settlement funds referenced herein.

H. This agreement is contractual in nature and not a mere recital, each party asserting that valuable consideration has been received, binding the Parties to their respective rights and obligations hereunder.

I. It is understood and agreed that both Parties shall bear their own attorneys' fees and costs, if any, arising from the action of their own counsel in connection with the claim.

J. The Parties agree to cooperate fully and execute any and all supplementary documents, and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms of this Agreement.

K. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

This Agreement shall become effective following its execution by the Parties and upon the release of funds, as stated in paragraph 1 above.

CLAIMANT:

ADVENTURE CHILD CENTER, INC.

____
By: ___________________________
Title:_____________________

THE CITY OF GREELEY, COLORADO:

APPROVED AS TO SUBSTANCE:

By:_________________________________
Roy Otto, City Manager

AVAILABILITY OF FUNDS:

By:_________________________________
Renee Wheeler, Director of Finance

APPROVED AS TO LEGAL FORM:

By:_________________________________
Doug Marek, City Attorney

Council Agenda Summary

October 15, 2019

Agenda Item Number 15

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

Title:
Consideration of a resolution concerning the acquisition of interests in real property located in Weld County, Colorado for sanitary sewer infrastructure, by purchase or exercise of the power of eminent domain (Poudre Trunk Line)

Summary:
This resolution authorizes the acquisition of exclusive permanent easements, temporary construction easements, and acquisition of property to construct and maintain the Poudre Trunk Line by purchase or exercise of the power of eminent domain.

The Poudre Trunk Line will be a new sewer main that will serve the Poudre Bluffs Basin area. The Trunk Line will serve future development in the Poudre Bluffs Basin area and allow for the future growth of the area north of 10th Street and west of 83rd Avenue. The project will include a new gravity sewer trunk main that will connect into an existing manhole at County Road (CR) 62 and 83rd Avenue and will run east/west along County Road (CR) 62 and north/south down 92nd Avenue.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Unknown, still need to negotiate
What is the annual impact?	None
What fund of the City will provide Funding?	402-Sewer New Construction
What is the source of revenue within the fund?	Plant Investment Fees
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:
None identified at this time

Other Issues and Considerations:
None

Applicable Council Priority and Goal:

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

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Ordinance
Water & Sewer Board Resolution
Presentation

CITY OF GREELEY, COLORADO

ORDINANCE NO. ___, 2019

CONCERNING THE ACQUISITION OF INTERESTS IN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO FOR SANITARY SEWER INFRASTRUCTURE, BY PURCHASE OR EXERCISE OF THE POWER OF EMINENT DOMAIN (POUDRE TRUNK LINE)

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

WHEREAS, Section 15 of Article II and Section 7 of Article XVI of the Colorado Constitution further authorize the City to acquire easements for domestic, irrigation, drainage, and other purposes; and

WHEREAS, the Greeley City Council, on the recommendation of City staff and the City of Greeley Water and Sewer Board, has determined that the development and use of additional sanitary sewer lines and associated facilities in the Poudre Bluffs Basin Area, generally depicted on Exhibit A, is necessary for the continued overall operation of the water works, and more specifically to increase the capacity of sanitary sewer service for the citizens of the City, and thereby, to promote growth; and

WHEREAS, the Poudre Bluffs Basin Area is one such area where additional sanitary sewer lines and associated facilities will need to be located, and is an area that is generally experiencing growth and redevelopment into more intensive land uses; and

WHEREAS, City staff and legal counsel have determined that the additional sanitary sewer lines and associated facilities described above will need to be installed in the ground at varying depths, and that, accordingly, the acquisition of interests in real property is necessary in order to construct and maintain such sanitary sewer lines and associated facilities in the area depicted on Exhibit A; and

WHEREAS, the Council has determined that the aforementioned acquisition of interests in real property, either through purchase or exercise of the City's power of eminent domain, is necessary for the development and use of said sanitary sewer lines and associated facilities.

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

Section 1. The Greeley City Council hereby determines that it is necessary for the City to acquire, either through purchase or exercise of the power of eminent domain, permanent easements and temporary construction easements for the installation, operation, maintenance, repair, and replacement of sanitary sewer lines and associated facilities, for the continued overall operation of the water works, and more specifically to increase the capacity of sanitary sewer service for the citizens of the City.

Section 2. The Greeley City Council hereby determines that the acquisition of permanent easements and temporary construction easements is necessary within the Poudre Bluffs Basin Area depicted on Exhibit A, either through purchase or exercise of the power of eminent domain, for the above-described purposes.

Section 3. City staff and legal counsel are hereby authorized and directed to continue with the acquisition of the above-described interests in real property, either through purchase or exercise of the power of eminent domain. The City Council hereby ratifies any previous actions by City staff and legal counsel in negotiating the acquisition of such interests in real property, and in providing notice of the City's intent to acquire such interests, in accordance with Colo. Rev. Stat. § 38-1-101, *et seq*.

Section 4. This ordinance shall take effect on the fifth day following its final publication, as provided in Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ___ DAY OF _____________________ 2019.

ATTEST: **THE CITY OF GREELEY, COLORADO**

________________________________ ________________________________

City Clerk Mayor

**CITY OF GREELEY, ACTING BY AND THROUGH
ITS WATER AND SEWER BOARD**

RESOLUTION NO. ___, 2019

CONCERNING THE ACQUISITION OF INTERESTS IN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO FOR SANITARY SEWER INFRASTRUCTURE, BY PURCHASE OR EXERCISE OF THE POWER OF EMINENT DOMAIN

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

WHEREAS, Section 15 of Article II and Section 7 of Article XVI of the Colorado Constitution further authorize the City to acquire easements for domestic, irrigation, drainage, and other purposes; and

WHEREAS, Section 17-4 of the Greeley City Charter authorizes and requires the City Water and Sewer Board ("Board") to acquire, develop, convey, lease, and protect water and sewer assets, supplies, and facilities; and

WHEREAS, Section 17-1 of the Greeley City Charter authorizes the Board to qualify the Water and Sewer functions and operations as an "enterprise" as that term is contained in Section 20 of Article X of the Colorado Constitution, and to provide for every function and operation of an enterprise, including but not limited to, the issuance of bonds and all other necessary and ordinary functions of the Water and Sewer operations, which enterprise is established by Chapter 14.04 of the Greeley Municipal Code; and

WHEREAS, the Board has determined that the development and use of additional sanitary sewer lines and associated facilities in the Poudre Bluffs Area, generally depicted on Exhibit A, is necessary for the continued overall operation of the water works, and more specifically to increase the capacity of sanitary sewer service for the citizens of the City, and thereby, to promote growth; and

WHEREAS, the Poudre Bluffs Area is one such area where additional sanitary sewer lines and associated facilities will need to be located, and is an area that is generally experiencing growth and redevelopment into more intensive land uses; and

WHEREAS, City staff and legal counsel have determined that the additional sanitary sewer lines and associated facilities described above will need to be installed in the ground at varying depths, and that, accordingly, the acquisition of interests in real property is necessary in order to construct and maintain such sanitary sewer lines and associated facilities in the area depicted on Exhibit A; and

WHEREAS, the Board has determined that the aforementioned acquisition of interests in real property, either through purchase or exercise of the City's power of eminent domain, is necessary for the development and use of said sanitary sewer lines and associated facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. The Board hereby determines that it is necessary for the City to acquire, either through purchase or exercise of the power of eminent domain, permanent easements and temporary construction easements for the installation, operation, maintenance, repair, and replacement of sanitary sewer lines and associated facilities, for the continued overall operation of the water works, and more specifically to increase the capacity of sanitary sewer service for the citizens of the City.

2. The Board hereby determines that the acquisition of permanent easements and temporary construction easements is necessary within the Poudre Bluffs Area depicted on Exhibit A, either through purchase or exercise of the power of eminent domain, for the above-described purposes.

3. City staff and legal counsel are hereby authorized and directed to continue with the acquisition of the above-described interests in real property, either through purchase or exercise of the power of eminent domain. The Board hereby ratifies any previous actions by City staff and legal counsel in negotiating the acquisition of such interests in real property, and in providing notice of the City's intent to acquire such interests, in accordance with Colo. Rev. Stat. § 38-1-101, *et seq*.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ___ DAY OF OCTOBER 2019.

ATTEST:

____________________________ ______________________________

Secretary to the Board Board Chairman

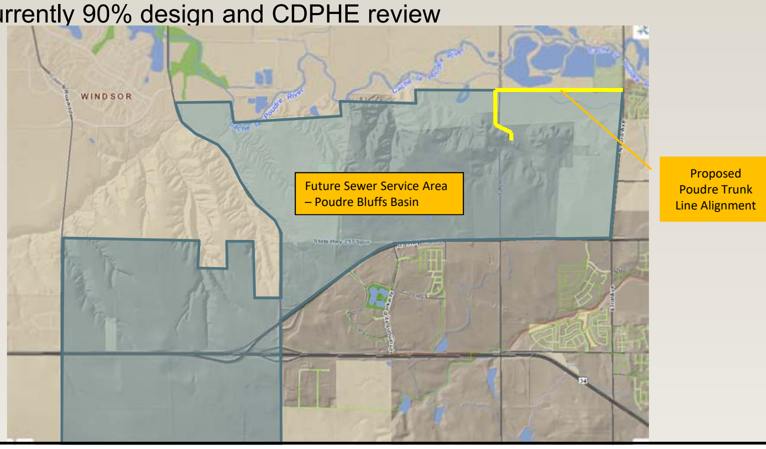
City of Greeley Colorado

Poudre Trunk Line: Easement Acquisitions

October 15, 2019

Poudre Trunk Line

- **Poudre Trunk Line**
  - Service Area is Approximately 5,500 Acres
  - Extension of Poudre Truck line by 8,000 feet
  - Run East/West from 83rd Ave to 95th Ave Along WCR 62.
  - Run North/South along 95th Ave from WCR 62 to Approximately 4th Street.
  - Currently 90% design and CDPHE review

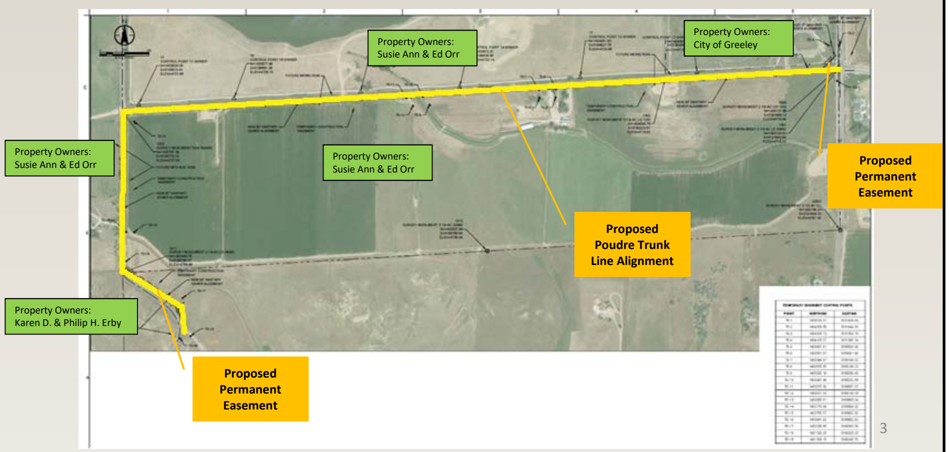


2

Poudre Trunk Line

Easement Acquisitions:

- 30' wide Permanent Easement (only two locations)
- 75' wide Temporary Construction Easement



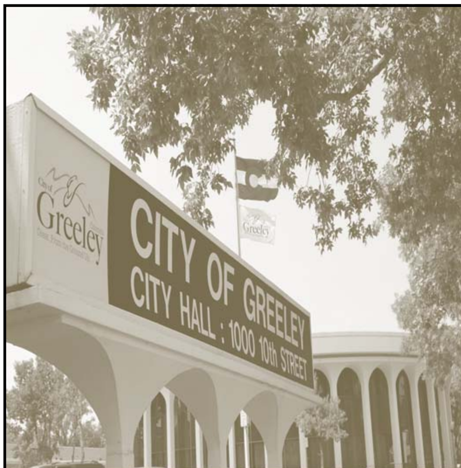
3

Conclusions and Staff Recommendations:

- The Proposed Sewer Trunk Line will provide long range service to the Poudre Bluffs Basin
- Proposed Sewer Trunk Line provides for future development of Poudre Bluffs Basin
- The Sewer Trunk Line will bring sewer infrastructure to the area west of 83rd Ave.

Staff Recommends Approval of the Resolution to Acquire the Poudre Trunk Line Necessary Easements

4



City of Greeley

QUESTIONS?

5

Council Agenda Summary

October 15, 2019

Agenda Item Number 16

Key Staff Contact: Brad Mueller, Community Development Director, 970-350-9786

Title:
Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) zoning for approximately 8.82 acres of property located north of 13th Street and west of 59th Avenue, known as the Shops at Sunset Ridge Rezone

Summary:
The City of Greeley is considering a request from David Richter to rezone approximately 8.82 acres of property located north of 13th Street and west of 59th Avenue from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) zoning.

The Planning Commission will consider the request on October 8, 2019.

Fiscal Impact:

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

Legal Issues:
Consideration of this matter is a quasi-judicial process which includes the following public hearing steps:

1) City staff presentation
2) Council questions of staff
3) Applicant presentation
4) Council questions of applicant
5) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
6) Rebuttal, if requested
7) Council discussion
8) Council decision

Other Issues and Considerations:
None noted.

Applicable Council Priority and Goal:
Consistency with Comprehensive Plan and Development Code standards.

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

Council's Recommended Action:
A motion to introduce the ordinance and schedule the public hearing and final reading for October 15, 2019.

Attachments:
Draft Ordinance
Vicinity Map

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2019

CASE NO. ZON2019-0003

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM C-L (COMMERCIAL LOW INTENSITY) TO C-H (COMMERCIAL HIGH INTENSITY) ZONING FOR APPROXIMATELY 8.82 ACRES OF PROPERTY LOCATED NORTH OF 13TH STREET AND WEST OF 59TH AVENUE, KNOWN AS THE SHOPS AT SUNSET RIDGE REZONE

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

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as C-L (Commercial Low Intensity) to C-H (Commercial High Intensity), in the City of Greeley, County of Weld, State of Colorado:

See attached legal description

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS _____ DAY OF ________________________, 2019.

ATTEST: THE CITY OF GREELEY

_________________________________ ____________________________________

City Clerk Mayor

Legal Description

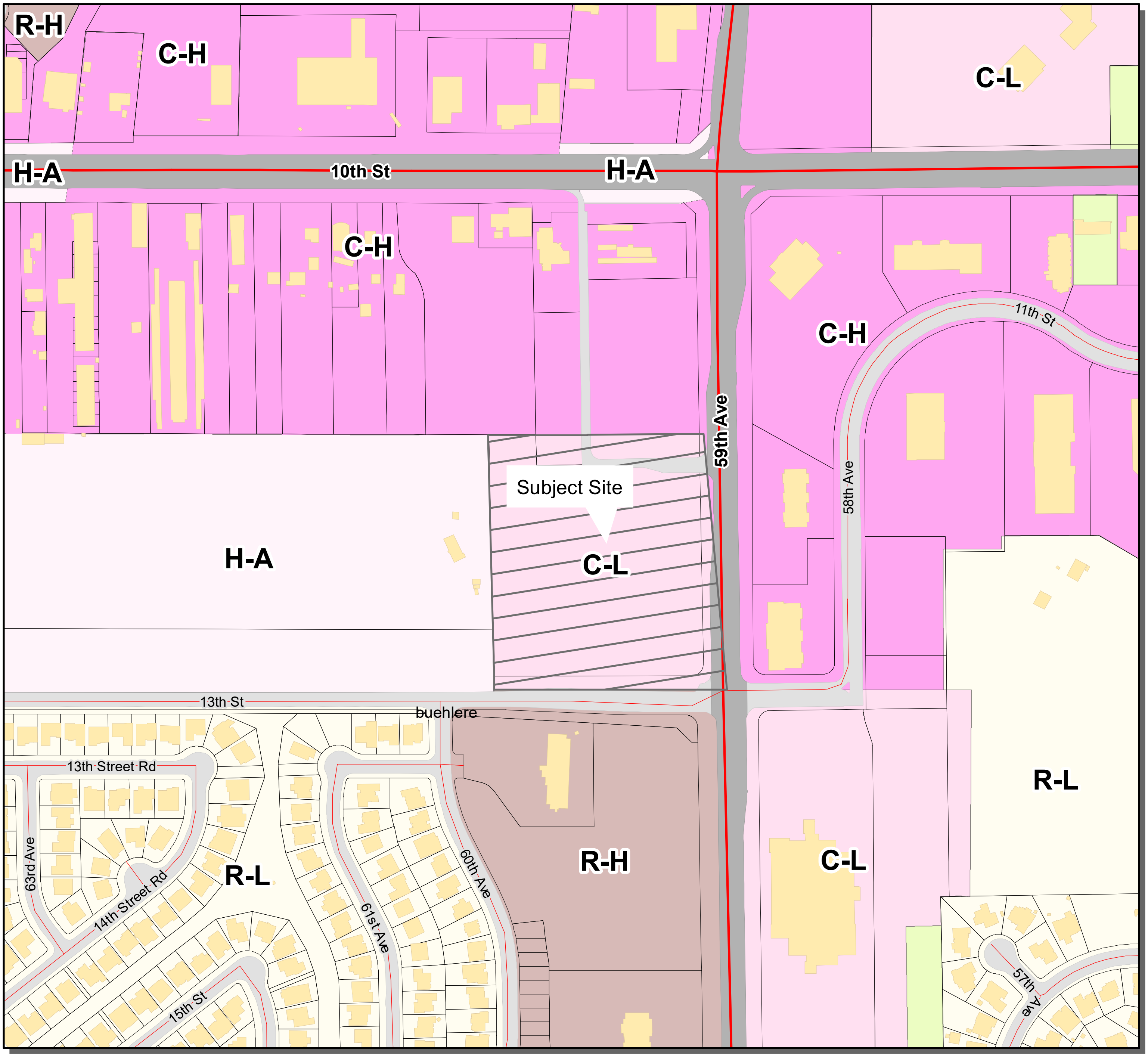
A parcel of land being a portion of Lot 3 and all of Tract 1 of the Shops at Sunset Ridge Subdivision, recorded August 13, 2007 as Reception No. 3496647 of the Records of Weld County, and those portions of 13th Street and 59th Avenue adjoining to said Lot 3 and Tract 1, all situate in the Northeast Quarter (NE1/4) of Section Nine (9), Township Five North (T.5N.), Range Sixty-six West (R.66W.), Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado, more particularly described as follows:

BEGINNING at the North Sixteenth Corner of said Section 9 and assuming the East line of the Northeast Quarter of the Northeast Quarter of said Section 9 to bear North 00°53'03" West a distance of 1315.59 feet with all other bearings contained herein relative thereto:
THENCE North 89° 58' 30" West along the centerline of 13th Street a distance of 581.10 feet to the Southerly prolongation of the most Westerly line of Tract 1;
THENCE North 00° 53' 03" West along said Southerly prolongation and along the Westerly line of said Tract 1 a distance of 658.13 feet to the Northwest corner of Tract 1;
THENCE South 89° 56' 32" East along the most Northerly North line of said Tract 1 a distance of 117.59 feet to the Westerly line of Lot 3;
THENCE North 89° 06' 57" East along the existing split-zoning line between "C-H & C-L" a distance of 463.45 feet to the East line of the Northeast Quarter of the Northeast Quarter of said Section 9;
THENCE South 00° 53' 03" East along said East line of the Northeast Quarter of the Northeast Quarter of Section 9 a distance of 665.42 feet to the POINT OF BEGINNING.

Said described parcel of land contains 8.82 acres, more or less.

Zoning/Vicinity Map
The Shops at Sunset Ridge Rezone

City of Greeley Colorado



ZON2019-0003

Legend

StreetCenterlines

CLASSIFICATION

- Expressway
- Arterials
- Local, Collectors
- Unknown
- City Limits
- Building
- Weld Parcels

0 375 750 Feet

Council Agenda Summary

October 15, 2019

Agenda Item Number 17

Title
Pulled Consent Agenda Items

Council Agenda Summary

October 15, 2019

Agenda Item Number 18

Key Staff Contact: Renee Wheeler, Finance Director, 350-9732

Title:
Public hearing and final reading of an ordinance adopting the Budget for 2020

Summary:
This ordinance authorizes the appropriations for the fiscal year 2020 (January 1, 2020 through December 31, 2020)

A public hearing will be held prior to introduction of the ordinance and another public hearing will be held prior to the final adoption of the ordinance on October 15, 2019. This ordinance was introduced at the October 1, 2019 Council meeting.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	$475,603,317
What is the annual impact?	None
What fund of the City will provide Funding?	All Funds
What is the source of revenue within the fund?	All Sources
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes
Is this grant onetime or ongoing?	Ongoing
Additional Comments:	

Legal Issues:
Consideration of this matter is a legislative process which includes the following public hearing steps:

1) City staff presentation (if requested)
2) Council questions of staff
3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4) Council discussion
5) Council decision

Other Issues and Considerations:
Based upon input from the public hearing, the budget ordinance can be amended prior to final adoption.

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

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

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

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

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

Council's Recommended Action:
A motion to adopt the ordinance and publish with reference to title only.

Attachments:
Ordinance
2020 Budget at a Glance
PowerPoint Presentation

THE CITY OF GREELEY
ORDINANCE NO._____, 2019

AN ORDINANCE ADOPTING THE BUDGET FOR 2020 AND MAKING APPROPRIATIONS FOR 2020.

WHEREAS, by virtue of the provisions contained in the Greeley Charter Sections 3-15 and 5-15 of the City of Greeley, Colorado, the City Council is required to adopt each annual budget and make the necessary appropriations by Ordinance; and

WHEREAS, the City Manager has submitted to the City Council the proposed budget in accordance with Section 5-12 of the Greeley Charter; and

WHEREAS, the City Council of Greeley, Colorado, on October 15, 2019, held a public hearing in accordance with Section 5-13 of the Greeley Charter on said proposed budget, after first giving proper notice of said public hearing.

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

Section 1. There is hereby adopted and approved for fiscal 2020 (January 1, 2020 to December 31, 2020) an annual budget, which consists of a document designated as such and a tax levy of 11.274 mills.

Section 2. The annual budget for the year 2020, as adopted and approved, shall be on file in the City Clerk's office for public inspection during office hours of such office for the entire year of 2020:

Section 3. There are hereby appropriated from the General Fund for fiscal year 2020 the following amounts:

Fund Description	Amount	Transfers	Total
General (001)	102,870,718	10,089,919	112,960,637

Section 4. There are hereby appropriated from the Special Revenue Funds for fiscal year 2020 the following amounts:

Fund Description	Amount	Transfers	Total
Convention & Visitors (102)	272,365	568,200	840,565
Community Development (103)	802,975	-	802,975
Streets & Roads (104)	10,703,498	-	10,703,498
Conservation Trust (105)	95,900	962,719	1,058,619
Sales & Use Tax (106)	-	82,176,100	82,176,100
Designated Revenue (108)	226,325	3,228,340	3,454,665
Conference Center Development (110)	728,000	-	728,000
Downtown Development Authority TIF (111)	325,000	175,000	500,000
Museum (602)	250	-	250
Senior Citizen (604)	50	-	50
Senior Center Clubs (606)	21,675	-	21,675
Community Memorials (607)	1,095	-	1,095

Section 5. There are hereby appropriated from the Debt Service Funds for fiscal year 2020 the following amounts:

Fund Description	Amount	Transfers	Total
General Debt Service (200)	7,088,336	-	7,088,336

Section 6. There are hereby appropriated from the Capital Projects Funds for fiscal year 2020 the following amounts:

Fund Description	Amount	Transfers	Total
Public Improvement (301)	10,000	-	10,000
Public Art (303)	543,012	-	543,012
Food Tax (304)	7,196,580	2,700,000	9,896,580
Softball Improvement (305)	150	-	150
Fire Equip & Acquisition Replacement (306)	1,536,404	345,636	1,882,040
Fire Protection Development (307)	2,400	-	2,400
Police Development (308)	994,909	5,891	1,000,800
Island Grove Development (309)	373,325	-	373,325
Transportation Development (312)	11,355,925	50,900	11,406,825
Park Development (314)	75	2,481,505	2,481,580
Trails Development (316)	80,150	800	80,950
Quality of Life/Imagine Greeley (318)	1,764,982	3,244,324	5,009,306
FASTER (320)	905,700	-	905,700
Keep Greeley Moving (321)	12,642,332	3,600,000	16,242,332
2016 City Center (322)	801,000	-	801,000

Section 7. There are hereby appropriated from the Permanent Funds for fiscal year 2020 the following amounts:

Fund Description	Amount	Transfers	Total
Cemetery Endowment (601)	1,000	39,604	40,604
Petriken Memorial (603)	10	-	10
Memorials (605)	75	-	75

Section 8. There are hereby appropriated from the Enterprise Funds for fiscal year 2020 the following amounts:

Fund Description	Amount	Transfers	Total
Sewer (401)	6,684,291	514,576	7,198,867
Sewer Construction (402)	4,673,997	165,945	4,839,942
Sewer Capital Replacement (403)	22,975,721	-	22,975,721
Water (404)	19,013,465	2,097,962	21,111,427
Water Construction (405)	62,040,195	152,145	62,192,340
Water Capital Replacement (406)	18,416,191	-	18,416,191
Water Rights Acquisition (407)	13,321,872	-	13,321,872
Cemetery (408)	651,867	-	651,867
Municipal Golf Courses (409)	1,971,873	3,000	1,974,873
Downtown Parking (410)	221,181	-	221,181
Stormwater (411)	2,595,225	272,235	2,867,460
Stormwater Construction (412)	1,421,510	278,502	1,700,012
Stormwater Replacement (413)	2,241,409	7,250	2,248,659
Sewer Debt Service (420)	1,880,516	-	1,880,516
Water Debt Service (421)	10,853,481	-	10,853,481
Stormwater Debt Service (422)	549,650	-	549,650

Section 9. There are hereby appropriated from the Internal Service Funds for fiscal year 2020 the following amounts:

Fund Description	Amount	Transfers	Total
Equipment Maintenance (502)	3,455,237	-	3,455,237
Information Technology (503)	5,502,363	-	5,502,363
Health (504)	15,757,426	-	15,757,426
Workers' Compensation (505)	1,707,753	-	1,707,753
Communications (506)	204,200	-	204,200
Liability (507)	1,640,832	-	1,640,832
Fleet Replacement (512)	3,117,450	-	3,117,450
Information Technology Acquisition (513)	200,843	-	200,843

Section 10. The appropriation made by this ordinance includes $362,442,764 for expenditures and $113,160,553 for transfers resulting in a total of $475,603,317.

Section 11. The City Council finds that all appropriations from the Public Art Reserve Accounts within the Water, Sewer, and Stormwater Utilities Enterprise Funds for the Public Art Program do provide a betterment to those utilities, and the City Council further determines that the acquisition and lease of works of art, and maintenance, repair, and display of works of art, supports specific utility purposes beneficial to the ratepayers of such utilities.

Section 12. This ordinance shall become effective five (5) days after its final publication as provided in Sections 3-16 and 3-17 of the Greeley Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF ____________________, 2019.

ATTEST:

____

City Clerk

THE CITY OF GREELEY

BY____________________________

Mayor

2020 Budget At A Glance

	Revenues	Expenditures	Transfers
2018 Actuals	$328.3 Million	$258.8 Million	$165.2 Million
2019 Original Budget	$401.3 Million	$322.0 Million	$97.5 Million
2019 Revised Budget	$321.3 Million	$443.1 Million	$113.4 Million
2020 Original Budget	$274.3 Million	$279.9 Million	$99.2 Million
2020 Proposed Budget	**$356.2 Million**	**$362.4 Million**	**$113.2 Million**

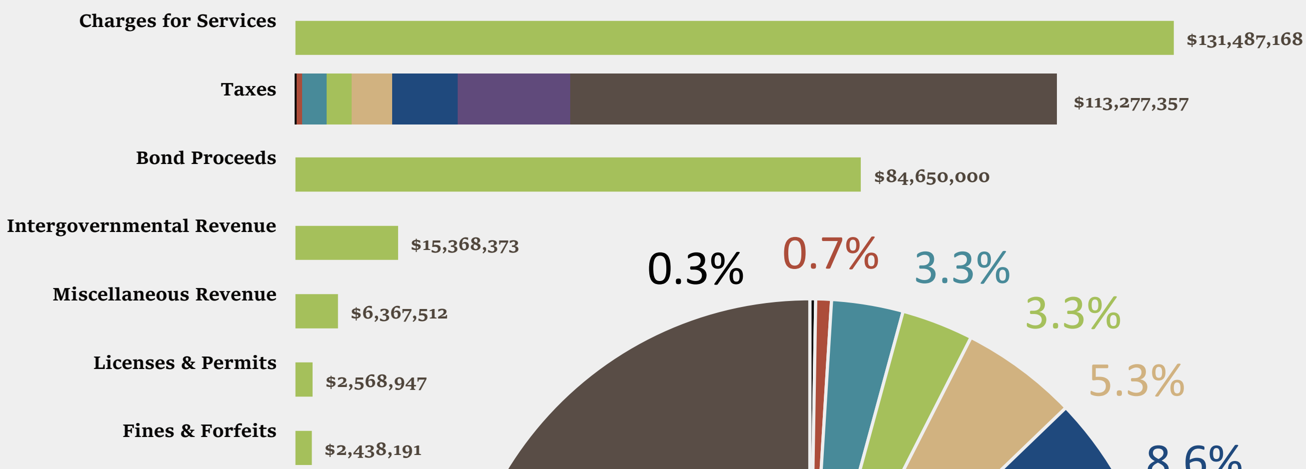
City of Greeley Colorado

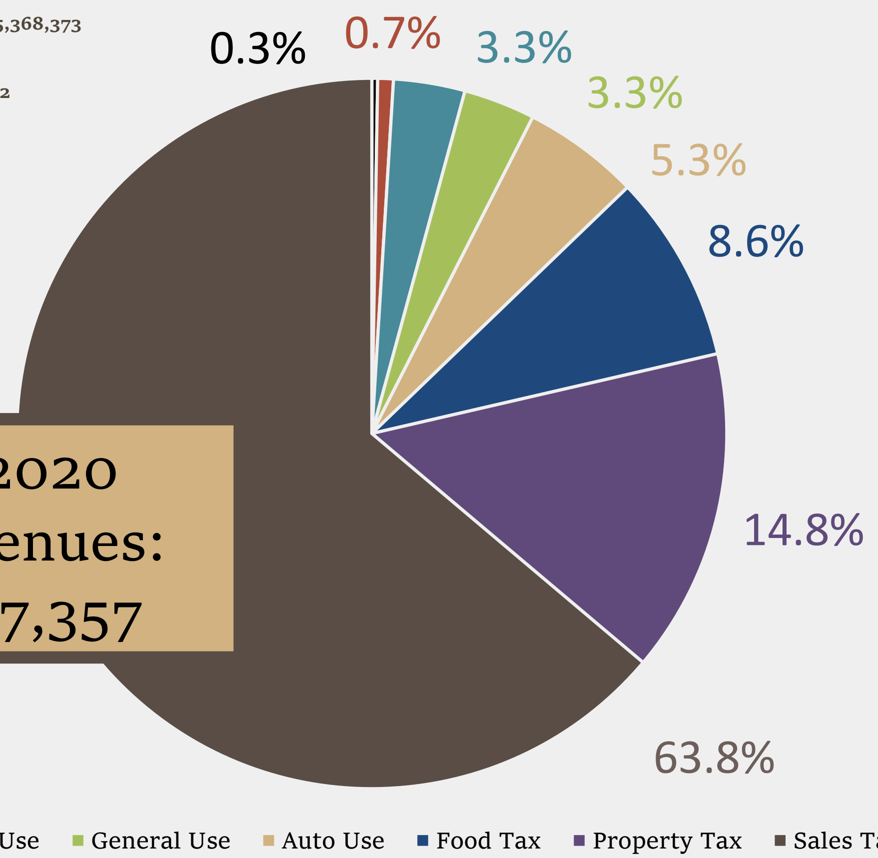
$8.78 Million	Total Supplemental Requests
27	Additional Full Time Employees

• RESOURCES •

Total Resources:
$356,157,548
Note: Excludes Transfers

Projected 2020 Resources (Excluding Transfers)





Total 2020
Tax Revenues:
$113,277,357

Rate & Budget Increases

2020 Consumer Utility Rate Increases

8.5%	Water Rate Increase
7.0%	Sewer Rate Increase
8.0%	Stormwater Rate

2020 Budget % Increase

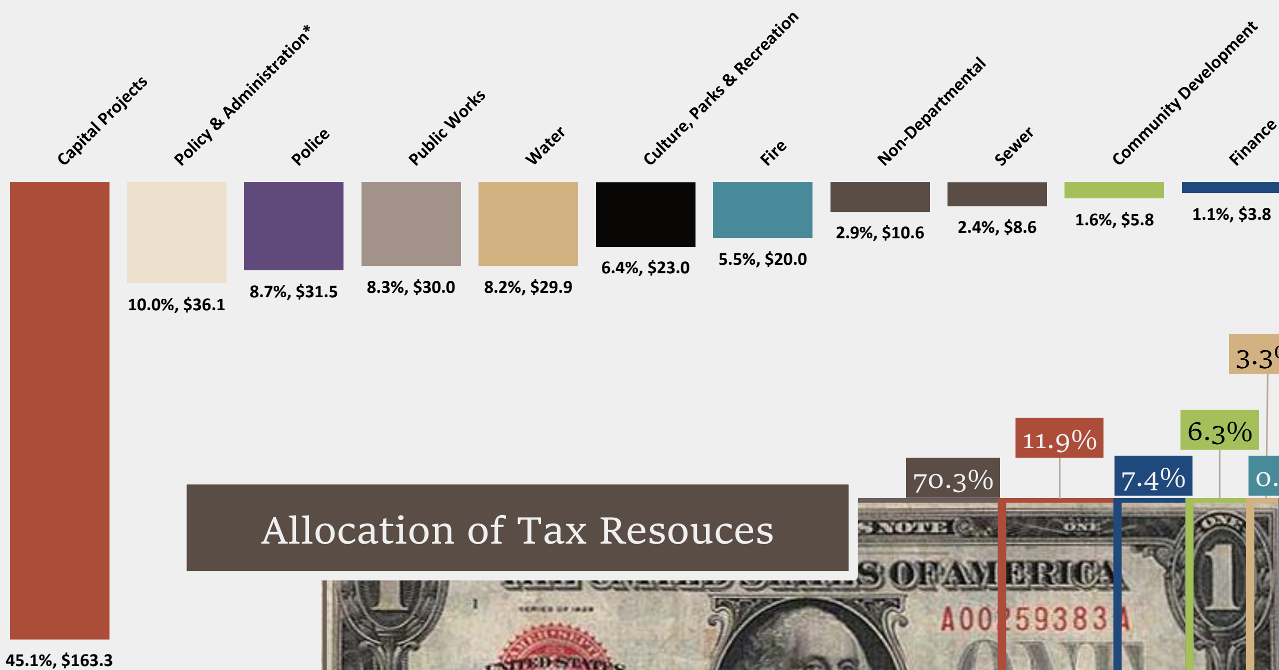
From 2019 End of Year Budget Estimates

4.3%	Sales Tax
4.0%	Auto Use
2.0%	Building Use
3.0%	Food Tax
4.0%	General Use
12.3%	Property

Total Expenditures:
$362,442,764
Note: Excludes Transfers

• EXPENDITURES •

2020 Expenditures by Department (Excluding Transfers) - %, $Millions

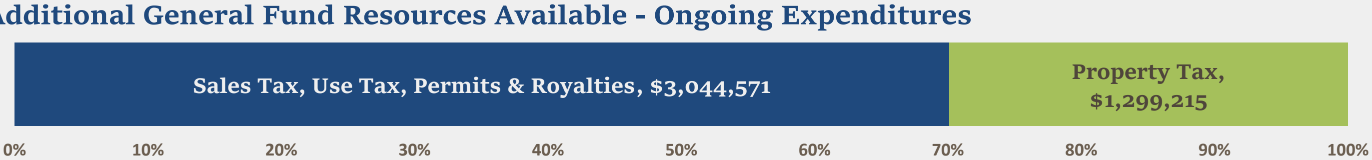


Allocation of Tax Resouces

	%	Amount
General Operating (3%, Property Tax, & Other Taxes)	70.3%	$ 79,614,746
Keep Greeley Moving (.65% Streets)	11.9%	13,531,832
Capital Maintenance Program (3% Food Tax)	7.4%	8,432,175
Quality of Life/Imagine Greeley Capital Projects (.30%)	6.3%	7,102,726
Public Safety (.16% Fire & Police)	3.3%	3,788,120
Image Campaign (Greeley Unexpected, 3% Lodging)	0.7%	807,758
TOTAL	100.0%	$ 113,277,357

Total: $4,343,786

Additional General Fund Resources Available - Ongoing Expenditures



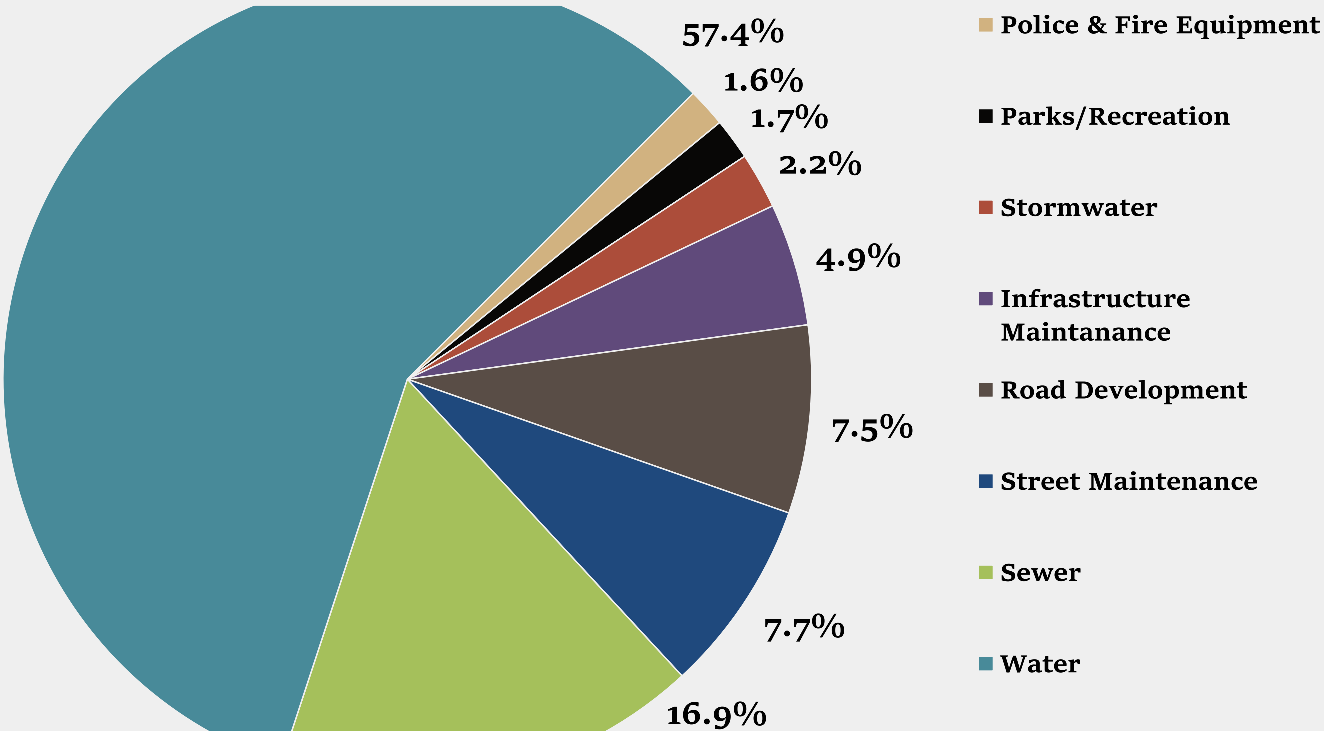
Total: $3,453,080

Additional General Fund Resources Available - One Time Expenditures

*Policy & Administration Includes: City Attorney, City Clerk, City Manager, Communication Services, Economic Health & Housing, Human Resources, Information Technology, and Municipal Court.

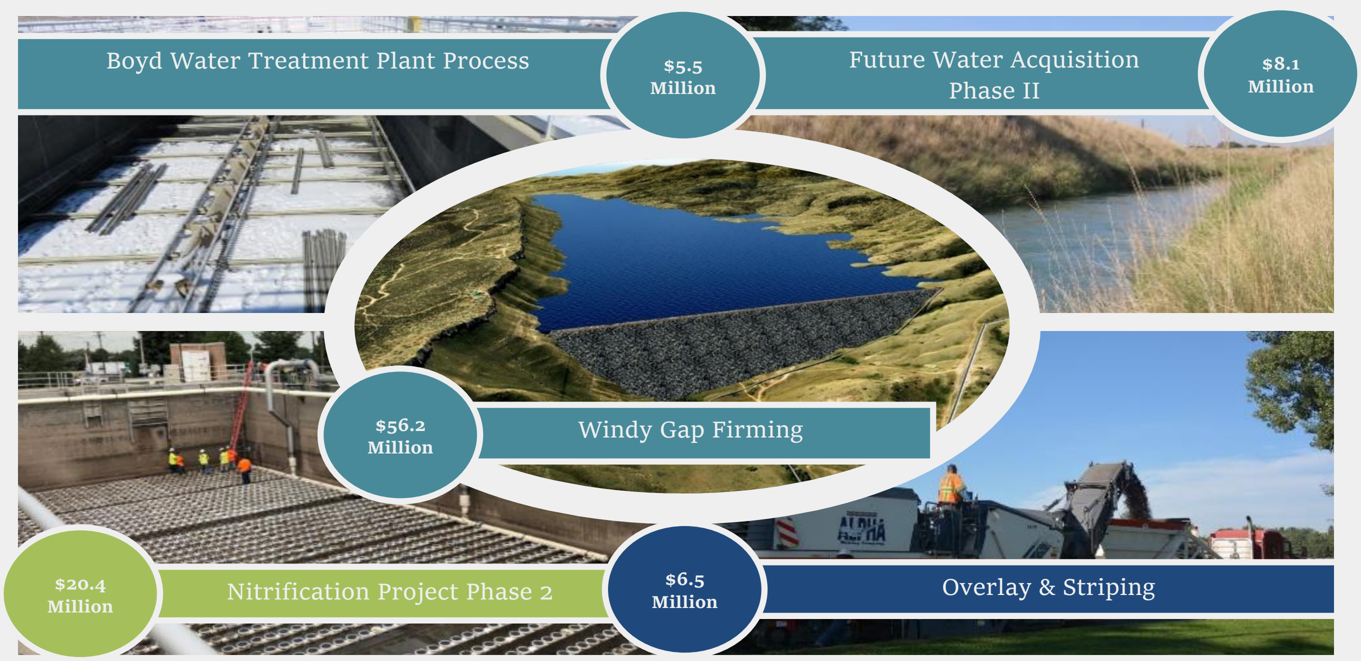
• CAPITAL • • IMPROVEMENT • • PROJECTS •

Total 2020 Capital Improvement Expenditure: $163,238,853

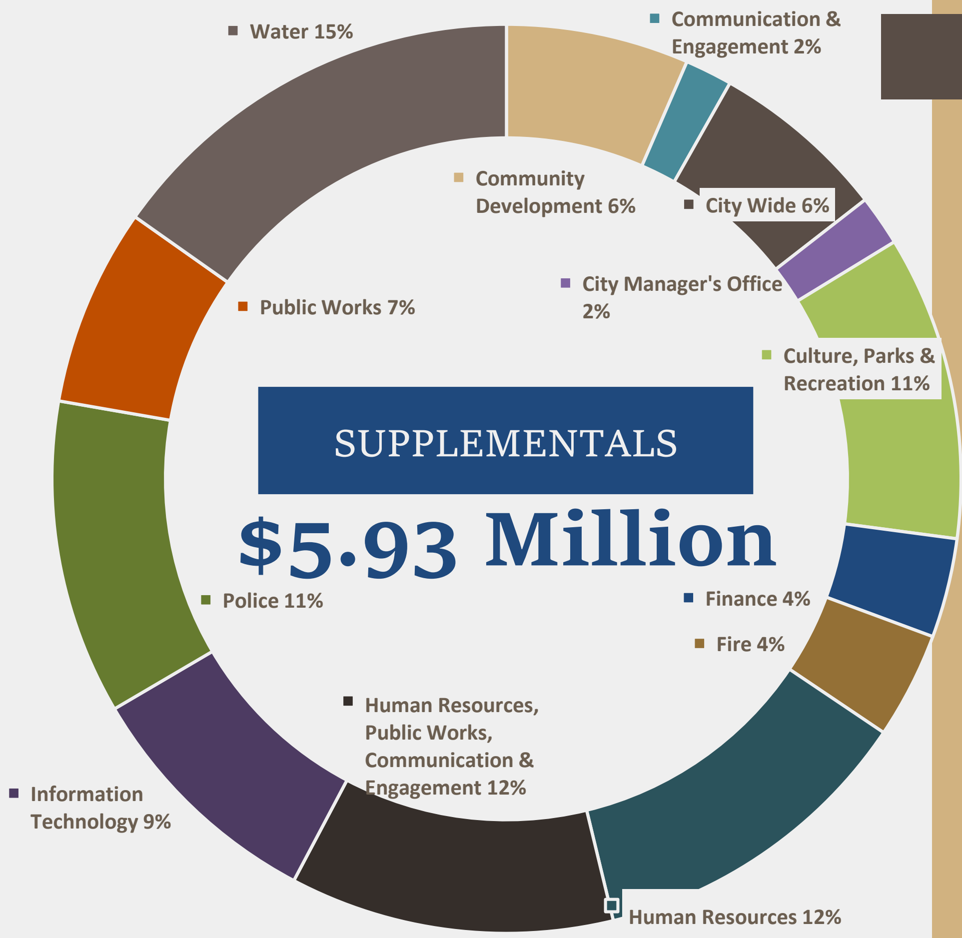


• PROJECTS •

Exceeding $5 Million



• ADDITIONS •

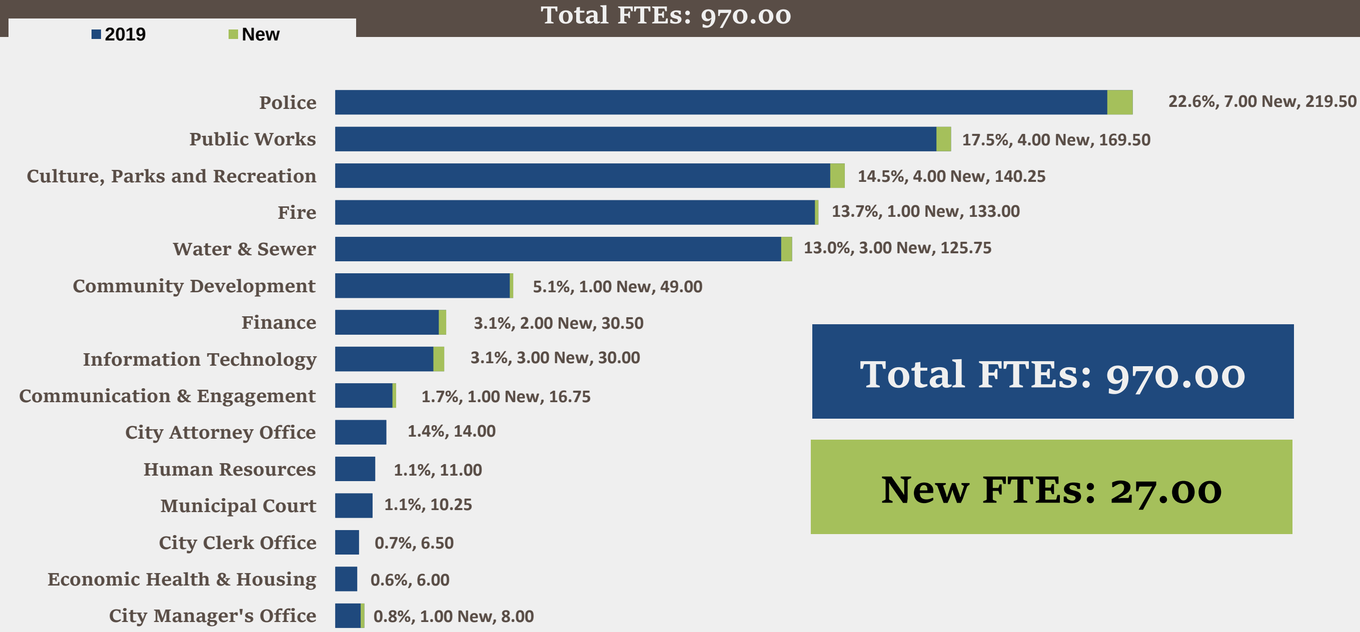


One Time Requests

$2.85 Million

- Total Awards, Career & Compensation Consulting Services ($100,000)
- Technology Investment ($250,000)
- Facilities Assessment ($300,000)
- Spillman Software ($400,000)
- City Center North 3rd Floor Remodel ($800,000)
- Police Records Building [Total: $1.5 Million] ($1,000,000)

2020 Full-Time Equivalent (FTE) Distribution
Total FTEs: 970.00



Total FTEs: 970.00

New FTEs: 27.00

BUDGET AT A GLANCE

City of Greeley Colorado

ADDITIONAL BUDGET DOCUMENTATION AVAILABLE:

GREELEYGOV.COM/GOVERNMENT/FINANCE/BUDGET

• BIENNIAL/ANNUAL BUDGET BOOKS •
• CAPITAL IMPROVEMENT PLANS •
• FEE DIRECTORY •
• REVENUE ESTIMATES •

COUNCIL MEMBERS

MAYOR • JOHN GATES

WARD I • JON SMAIL

WARD II • BRETT PAYTON

WARD III • MICHAEL FITZSIMMONS

WARD IV • DALE HALL

AT LARGE • STACY SUNIGA

AT LARGE • ROBB CASSEDAY

For more information, please contact:

Robert Miller
• Budget & Compliance Manager •
• 970-350-9735 •
• robert.miller@greeleygov.com •

Renee Wheeler
• Finance Director •
• 970-350-9732 •
• renee.wheeler@greeleygov.com •

Date	Presentation
July 23	Major Revenue Estimates
August 9	Proposed 2020-2024 Presentations & Document Distributed
August 13	Capital Funds, Water, Sewer, & Stormwater
August 23	Proposed 2020 Budget Presentations & Document Distributed
August 27	Department Presentations (HR, IT, CCO, MC, CAO)
September 10	Department Presentations (FIN, CMO, CPRD, PW, W&S)
September 24	Department Presentations (PD, FD, CD, CE, EHH)
October 1	Public Hearing, First Reading of 2020 Budget Ordinance
October 8	Final Questions
October 15	Public Hearing, Adoption of 2020 Budget

City of Greeley Colorado

2020 Budget Public Hearing

10/01/2019

Budget Presentations

Date	Presentation
July 23	Major Revenue Estimates
August 9	Proposed 2020-2024 Presentations & Document Distributed
August 13	Capital Funds, Water, Sewer, & Stormwater
August 23	Proposed 2020 Budget Presentations & Document Distributed
August 27	Department Presentations (HR, IT, CCO, MC, CAO)
September 10	Department Presentations (FIN, CMO, CPRD, PW, W&S)
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October 1	Public Hearing, First Reading of 2020 Budget Ordinance
October 8	Final Questions
October 15	Public Hearing, Adoption of 2020 Budget

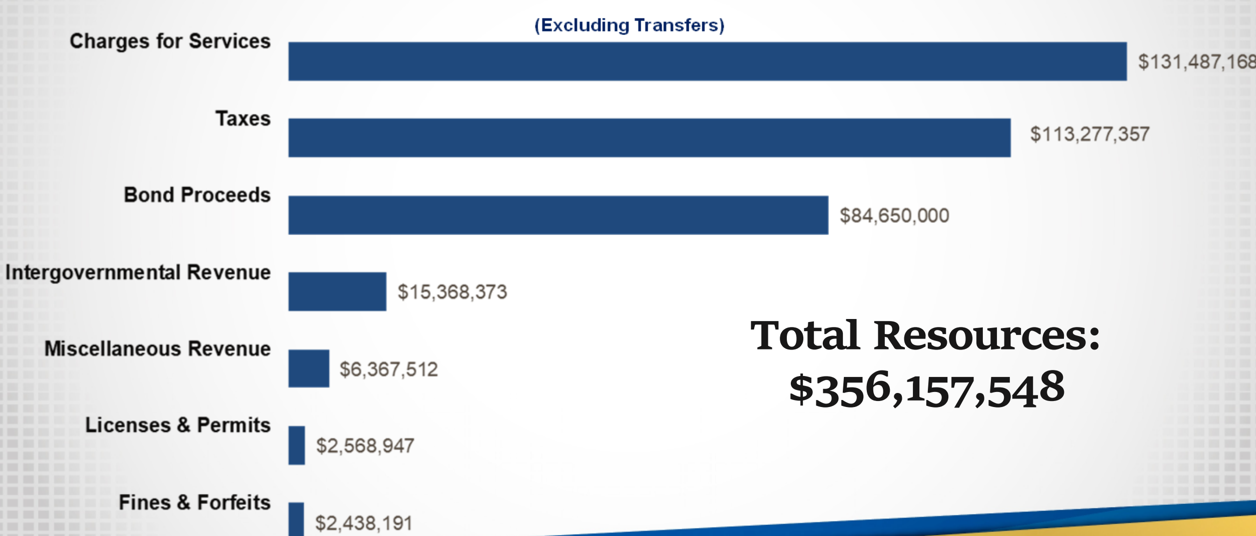
CITY OF GREELEY

Public Hearing

- 2020 Resources
- 2020 Expenditures
  - ➢ Summary
  - ➢ By Department
  - ➢ Additions: Supplemental & One Time
  - ➢ Additions: Full Time Equivalents
  - ➢ Capital Projects
- Utility Rate Changes
- Reserves

CITY OF GREELEY

2020 Resources



Total Resources:
$356,157,548

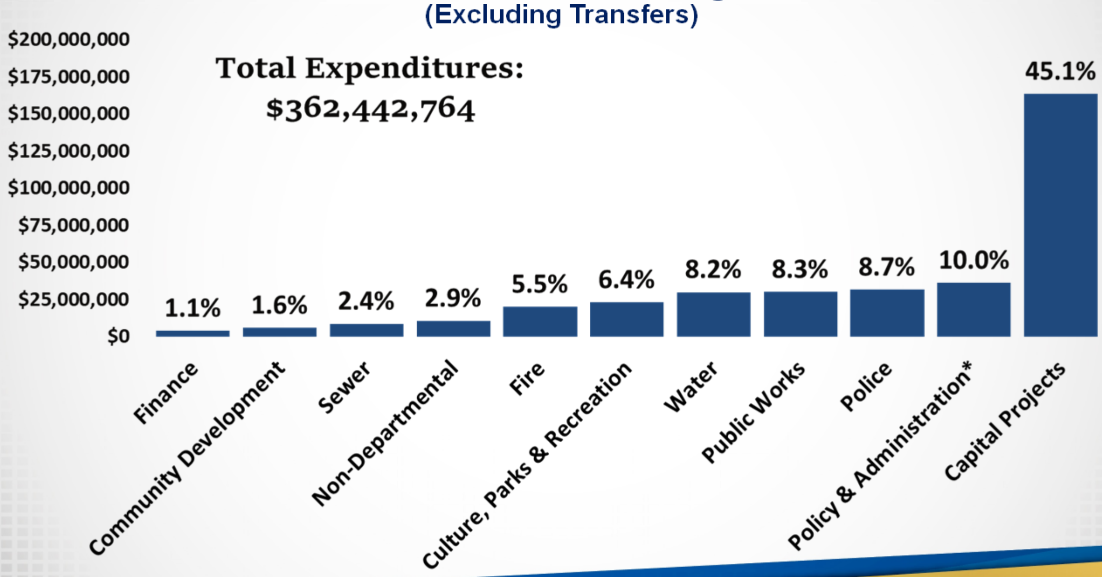
CITY OF GREELEY

2020 Budget

- Transfers Between Funds: $113,160,553
- Expenditures: $362,442,764
- **Total Appropriation: $475,603,317**

2020 Expenditures By Department

(Excluding Transfers)



Image

Community Promotion & Marketing
Healthy Neighborhoods
Appealing Community Entryways & Corridors
Youth Success
Quality of Life

Safety

Crime Prevention & Suppression
Emergency Readiness & Response
Traffic Safety

Achieving Community Excellence

Economic Health& Development

Engaged Business and Industry Relationships
Active Support of Business Development
Economic Initiatives

Infrastructure & Growth

Public Facilities & Equipment
Environmental Infrastructure
Human Infrastructure
Civic Infrastructure

CITY OF GREELEY

Image

Request	Cost
Council Expenditures Associated with Outreach	$ 15,000
Communications Specialist and Operating Costs	99,853
Median/Rights of Way Technician and Crew	209,188
Biological Survey of Natural Areas Grant Match (Conservation Trust funds)	6,500
Natural Areas & Trails Operating Costs	91,863
Parks Technician Crew and Operating Costs	139,319
City Water Department Owned Farm Maintenance	50,000
Feasibility and Design Study for Indoor Banquet Space (Golf funds)	40,000
Total Image Related Investments	**$ 651,723**

CITY OF GREELEY

Safety

Request	Cost
Fire and Police Dispatch Intergovernmental Agreement Increase	$ 288,340
Electrical Inspector	168,643
Alternative Response Funding	70,000
Fire Marshal and Operating Costs	154,544
Cyber Security Initiatives (Enhanced End-point Protection, Vendor Remote Access Management, Enhanced Email Security and Network Security Administrator)	308,500
Two Data Coordinators (net cost after intergovernmental agreement)	44,278
Four Public Safety Technicians and Operating Costs	471,757
Police Sergeant	147,927
Contribution Toward the Replacement of Spillman Records Software	400,000
Total Safety Related Investments	**$ 2,053,989**

CITY OF GREELEY

Economic Health & Development

Request	Cost
Electronic Plan Review Software Enhancements	$ 17,000
Repeal and Replace the Development Code with a Contract Project Manager	200,000
Ice Haus Storefront Training Room (Conservation Trust)	89,150
Water Conservation Analyst and Van	147,784
Real Estate Specialist and Operating Costs	106,603
Total Economic Health & Development Related Investments	**$ 560,537**

CITY OF GREELEY

Infrastructure & Growth

Request	Cost
2020 Coordinated Election Costs	$ 70,000
Two Financial Analysts and One Water/Sewer Rate Analyst	328,855
City 50% Share of Two Facility Technicians at the Island Grove Events Center	47,137
Compensation (market adjustments)	800,000
Positions to Implement Organizational Assessments (HR, Communications & Engagement, Public Works)	703,544
Compensation Study	250,000
Non-potable Water Program Dump Truck and Vacuum Truck	210,000
Water and Sewer Maintenance Technician and Operating Costs	126,238
Facilities Assessment	300,000
City Center North Remodel ($800k) and Police Records Building ($1M)	1,800,000
Facilities Crew and Operating Costs	417,384
Two IT Service Desk Technicians and Operating Costs	464,000
Total Infrastructure and Growth Related Investment	**$ 5,517,158**

CITY OF GREELEY

Image

Community Promotion & Marketing
Healthy Neighborhoods
Appealing Community Entryways & Corridors
Youth Success
Quality of Life

Safety

Crime Prevention & Suppression
Emergency Readiness & Response
Traffic Safety

$8.78M new investments for operational excellence

Economic Health& Development

Engaged Business and Industry Relationships
Active Support of Business Development
Economic Initiatives

Infrastructure & Growth

Public Facilities & Equipment
Environmental Infrastructure
Human Infrastructure
Civic Infrastructure

CITY OF GREELEY

2020 Major Capital Project Fund Highlights

Fund	2020
Water Construction	$ 62,040,195
Sewer Capital Replacement	22,975,721
Water Capital Replacement	18,416,191
Water Rights Acquisition	13,321,872
Keep Greeley Moving	12,642,332
Transportation Development	11,355,925
Food Tax	7,196,580
Sewer Construction	4,673,997
Stormwater Replacement	2,241,409
Quality of Life	1,764,982
Fire Equip & Acquisition Replacement	1,536,404
Stormwater Construction	1,421,510

CITY OF GREELEY

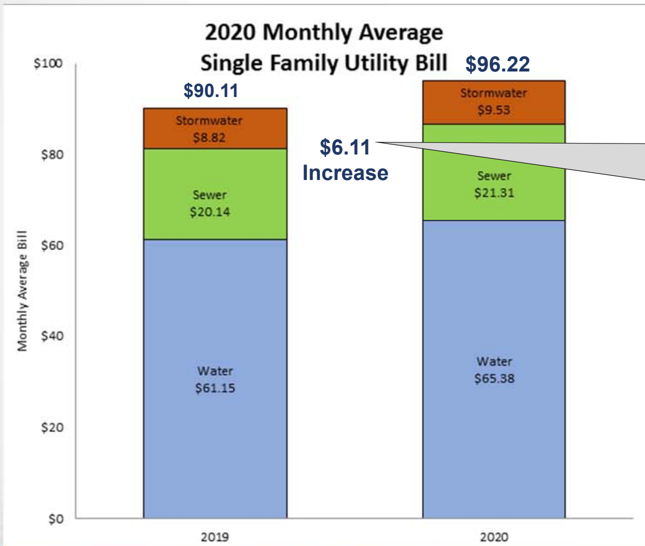
2020 Capital Project Highlights

Projects Greater than $2 Million

Projects	Fund	2020
Windy Gap Firming	Water Construction	$ 56,200,000
Nitrification Project Phase 2	Sewer Capital Replacement	20,411,490
Future Water Acquisition - Phase II	Water Rights Acquisition	8,075,000
Overlay & Striping	Keep Greeley Moving	6,495,232
Boyd WTP Process Improvements	Water Capital Replacement	5,516,000
Transmission System Rehabilitation	Water Capital Replacement	4,169,000
Turn Lanes on 20th St Clubhouse Drive to 59th Ave	Transportation Development	3,470,000
Development of Parcel B, Poudre Ponds	Water Rights Acquisition	3,150,000
Ashcroft Draw Basin Lift Station	Sewer Construction	3,002,000
Bellvue Pipeline-Gold Hill Segment	Water Construction	2,028,000
Milton Seaman Permitting	Water Construction	2,000,000

CITY OF GREELEY

2020 Utility Rate Changes



$0.71	Stormwater
$1.17	Sewer
$4.23	Water
$6.11	Overall

CITY OF GREELEY

2020 Projected Ending Reserves

Funds	2020 Projected Ending Fund Balance
General*	$ 17,190,277
Workers' Compensation	4,165,346
Health	3,672,357
Fleet Maintenance & Replacement	1,939,423
Liability	1,779,528
Information Technology	1,606,627
Total	$ 30,353,558

*Meets estimated two month reserve requirement

CITY OF GREELEY

2020 Projected Utility Ending Reserves

Funds	2020 Projected Ending Fund Balance
Water	$ 35,316,122
Sewer	2,785,795
Stormwater	1,529,791
Total	$ 39,631,708

Maintains required 25% of operating expenses

CITY OF GREELEY

2020 Budget Summary

- Meets Charter Requirements
- Recommends Additional Expenditures
- Recommends Utility Rate Increases
- Reserves are Available for Unexpected Changes

CITY OF GREELEY


City of
Greeley
Colorado
2020 Budget Public Hearing
10/01/2019

Council Agenda Summary

October 15, 2019

Agenda Item Number 19

Key Staff Contact: Sharon McCabe, Human Resources Director, 970-350-9714

Title:
Public hearing and final reading of an ordinance adopting the General and Seasonal/Hourly Employee Pay Plans for 2020

Summary:
This ordinance authorizes the pay plans for general and seasonal/hourly employees for the fiscal year 2020 (January 1, 2020 through December 31, 2020). The adjustments to the pay ranges for the 2020 pay plan vary based on salary survey data by job family:

Pay Family Adjustments

- Administrative Support 4.0%
- Labor Trade 4.0%
- Para-professional 7.0%
- IT 3.5%
- Professional/Manager 7.0%
- Executive 4.0%
- Public Safety (non-contract) 4.5%

The 2020 pay plan includes changes in position classifications that were added, eliminated or reclassified during calendar year 2019.

The 2020 pay plan is consistent with Council Compensation Philosophy to:
- Provide market competitive compensation to employees.
- Balance labor needs with the City's ability to pay (maintain fiscal responsibility).
- Be responsive to City priorities and individual department needs, while maintaining internal fairness and consistency.
- Place positions in pay ranges where midpoint of the range represents experienced market value for position.
- Give core public safety positions high priority.
- Give core leadership and key positions high priority.

The pay minimum level for seasonal and hourly positions has been increased to the new Colorado minimum wage of $12.00 (increase of 8% from $11.10 per hour in 2019).

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	N/A
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	Total appropriations include in budget ordinance. General Employees:

	Merit - $1,122,149 Other - 336,823 <u>Fire Union</u>: 549,372 <u>Police Association</u>: <u>747,399</u> $2,755,743
What fund of the City will provide Funding?	As allocated in budget ordinance
What is the source of revenue within the fund?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

1) City staff presentation (if requested)
2) Council questions of staff
3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4) Council discussion
5) Council decision

Other Issues and Considerations:

None.

Applicable Council Priority and Goal:

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

Decision Options:

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

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

Ordinance
Pay Plan – Attachment A

CITY OF GREELEY, COLORADO

ORDINANCE NO. __________ 2019

AN ORDINANCE ADOPTING THE GENERAL AND SEASONAL/HOURLY EMPLOYEE PAY PLANS FOR 2020.

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

WHEREAS, City Council's previously adopted compensation philosophy was to:

- Balance labor needs with the City's ability to pay.
- Be responsive to City priorities and individual department needs, while maintaining fairness and consistency.
- Place pay range control points at the average of the survey market.
- Give core public safety positions high priority.
- Make exceptions as necessary such as:
    - When recruiting or retaining the desired level of talent in certain jobs is a sustained problem;
    - To address anomalies in alignment and other inconsistencies.

WHEREAS, the City of Greeley is interested in positioning the organization as an employer of choice in a very competitive employment market for retaining and recruiting the best and brightest employees. It has become apparent that salaries paid should be at the midpoint of the pay ranges to reflect the average market value of salaries, and

WHEREAS, the retention and recruitment of key leadership and professional positions is critical to ensuring that our organization can assist City Council with strategic visioning aspired to in the Imagine Greeley Comprehensive Master Plan and develop implementation plans to deliver services with operational excellence on behalf of the citizens of Greeley, Colorado in a growing and dynamic environment, and

WHEREAS, City Council wishes to amend the compensation philosophy to reflect changing economic and labor conditions as follows:

- Provide market competitive compensation to employees.
- Balance labor needs with the City's ability to pay (maintain fiscal responsibility).
- Be responsive to City priorities and individual department needs, while maintaining internal fairness and consistency.
- Place positions in pay ranges where midpoint of the range represents experienced market value for position.
- Give core public safety positions high priority.
- Give core leadership and key positions high priority.

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

Section 1. The employee pay plans, copies of which are attached hereto and incorporated herein as Appendix A, are hereby adopted.

Section 2. The amended compensation philosophy is hereby adopted.

Section 3. The ordinance shall become effective January 1, 2020.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS __________ day of __________, 2019.

ATTEST: THE CITY OF GREELEY, COLORADO

BY:________________________________ BY:________________________________
City Clerk Mayor

2020
City of Greeley
Pay Plan

ADMINISTRATIVE

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
AS10			$30,105.85	$32,363.79	$34,621.72	$36,879.66	$39,137.60
			$14.47	$15.56	$16.65	$17.73	$18.82
	1475 CLERICAL ASSISTANT	Non-Exempt					
	1458 CUSTOMER SVC REP	Non-Exempt					
AS20			$33,724.08	$36,253.38	$38,782.69	$41,311.99	$43,841.30
			$16.21	$17.43	$18.65	$19.86	$21.08
	1450 ACCOUNTING CLERK I	Non-Exempt					
	1444 ADMIN SPECIALIST I	Non-Exempt					
	1471 DATA PROCESSING CLERK	Non-Exempt					
	1453 FINANCE SERVICE SPC I	Non-Exempt					
	1375 RECREATION TECHNICIAN	Non-Exempt					
AS30			$36,275.12	$39,449.19	$42,623.26	$45,797.33	$48,971.41
			$17.44	$18.97	$20.49	$22.02	$23.54
	1452 ACCOUTING CLERK II	Non-Exempt					
	1445 ADMIN SPECIALIST II	Non-Exempt					
	1415 ASST TICKET OFFICE COORD	Non-Exempt					
	1416 COLLECTIONS REGISTRAR	Non-Exempt					
	1218 CONTRACT SPECIALIST I	Non-Exempt					
	1453 FINANCE SERVICE SPC II	Non-Exempt					
	1418 ASSISTANT MUSEUM CURATOR	Non-Exempt					
	1451 SALES TAX TECHNICIAN I	Non-Exempt					
	1431 STORMWATER TECHNICIAN	Non-Exempt					
	1365 TRAINING COORDINATOR	Non-Exempt					
	1468 TRAINING SPECIALIST	Non-Exempt					
	1404 TRANSIT SPECIALIST	Non-Exempt					
	1460 TRANSPORTATION DISPATCHER	Non-Exempt					
	1646 WATER SERVICE TECHNICIAN	Non-Exempt					
AS40			$39,979.34	$43,477.54	$46,975.73	$50,473.92	$53,972.12
			$19.22	$20.90	$22.58	$24.27	$25.95
	1427 COURT CLERK II	Non-Exempt					
	1302 CUSTOMER SERVICE SUPV	Non-Exempt					
	1457 POLICE RECORDS CLERK	Non-Exempt					
	1436 PROPERTY EVIDENCE TECH	Non-Exempt					
	1472 SALES TAX TECHNICIAN II	Non-Exempt					
	1425 SR ADMIN SPECIALIST	Non-Exempt					
	1437 WATER INVENTORY COORD	Non-Exempt					
AS50			$45,529.19	$50,082.11	$54,635.02	$59,187.94	$63,740.86
			$21.89	$24.08	$26.27	$28.46	$30.64
	1419 POLICE RECORDS SUPERVISOR	Non-Exempt					
	1357 OFFICE MANAGER	Non-Exempt					
	1359 PROPERTY EVID TECH SPVSR	Non-Exempt					

LABOR/TRADES

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
LT10			$29,925.46 $14.39	$32,169.87 $15.47	$34,414.28 $16.55	$36,658.69 $17.62	$38,903.10 $18.70
	1662 FACILITY SERVICE WORKER	Non-Exempt					
LT20			$35,070.72 $16.86	$37,701.02 $18.13	$40,331.32 $19.39	$42,961.63 $20.65	$45,591.93 $21.92
	1655 FACILITY TECHNICIAN	Non-Exempt					
	1650 FIELD SERVICES REP	Non-Exempt					
	1644 GRAFFITI REMOVAL TECH	Non-Exempt					
	1663 MAINTENANCE SERVICE ATTDT	Non-Exempt					
	1645 METER READER	Non-Exempt					
	1653 SR STAGE MANAGER	Non-Exempt					
LT30			$37,341.47 $17.95	$40,608.85 $19.52	$43,876.22 $21.09	$47,143.60 $22.67	$50,410.98 $24.24
	1652 CREW LEADER - IG	Non-Exempt					
	1656 FACILITY SERVICE CREW LDR	Non-Exempt					
	1651 FORESTRY TECHNICIAN I	Non-Exempt					
	1632 METER SERVICES TECHNICIAN	Non-Exempt					
	1660 PARKING AMBASSADOR	Non-Exempt					
	1640 PARKS MAINTENANCE TECH I	Non-Exempt					
	1545 PLANT OPERATOR D	Non-Exempt					
	1628 WATER & SEWER MAINT TECH	Non-Exempt					
LT40			$40,763.35 $19.60	$44,330.14 $21.31	$47,896.93 $23.03	$51,463.73 $24.74	$55,030.52 $26.46
	1642 BUS DRIVER	Non-Exempt					
	1620 EQUIPMENT OPERATOR I	Non-Exempt					
	1657 FACILITY EQUIPMENT TECH	Non-Exempt					
	1627 RAW WTR OPERATIONS TECH	Non-Exempt					
	1624 SIGNS & MARKINGS TECH	Non-Exempt					
	1356 WATER CONSERVATION SPEC	Non-Exempt					
LT50			$44,500.65 $21.39	$48,950.71 $23.53	$53,400.78 $25.67	$57,850.84 $27.81	$62,300.91 $29.95
	1610 CEMETERY TECHNICIAN	Non-Exempt					
	1614 CREW LEADER II	Non-Exempt					
	1667 ELECTRONIC TECHNICIAN	Non-Exempt					
	1520 FACILITIES MGMT TECH II	Non-Exempt					
	1615 FACILITY SERVICE SUPV I	Non-Exempt					
	1621 IRRIGATION TECHNICIAN	Non-Exempt					
	1619 LIFT STATION TECHNICIAN	Non-Exempt					
	1612 PARKS MAINTENANCE TECH II	Non-Exempt					
	1634 TRANSMISSION LINE TECH	Non-Exempt					
	1626 UTILITY LOCATOR	Non-Exempt					
	1544 WATER SUPPLY TECHNICIAN	Non-Exempt					
LT60			$49,240.92 $23.67	$54,165.01 $26.04	$59,089.11 $28.41	$64,013.20 $30.78	$68,937.29 $33.14
	1531 EQUIPMENT MAINT MECHANIC	Non-Exempt					
	1542 EQUIPMENT OPERATOR II	Non-Exempt					
	1526 MECHANIC	Non-Exempt					
	1534 TRAFFIC SIGNAL TECHNICIAN	Non-Exempt					

LABOR/TRADES

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
LT70			$53,947.17	$59,341.88	$64,736.60	$70,131.32	$75,526.03
			$25.94	$28.53	$31.12	$33.72	$36.31
1605	FACILITY SERVICE SUPV II	Non-Exempt					
1611	GOLF CREW SUPERVISOR	Non-Exempt					
1547	MAINTENANCE MECHANIC	Non-Exempt					
1609	PARKS CREW SUPERVISOR	Non-Exempt					
1337	ROUTE SUPERVISOR	Non-Exempt					
1607	SIGNS & MARKINGS SPVSR	Non-Exempt					
1986	SR TRAFFIC SIGNAL TECH	Non-Exempt					
LT80			$61,885.01	$68,073.51	$74,262.01	$80,450.51	$86,639.01
			$29.75	$32.73	$35.70	$38.68	$41.65
1506	CREW SUPERVISOR	Non-Exempt					
1508	EQUIPMENT MAINT FOREMAN	Non-Exempt					
1522	RAW WTR OPS SUPERVISOR	Non-Exempt					
1511	RESERVOIRS SUPV	Non-Exempt					
1505	TRAFFIC SIGNAL SUPERVISOR	Non-Exempt					

PARAPROFESSIONAL/TECHNICAL

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
PA10			$43,505.34	$47,312.05	$51,118.77	$54,925.49	$58,732.21
			$20.92	$22.75	$24.58	$26.41	$28.24
1311	ASSISTANT EVENTS COORD	Non-Exempt					
1410	ASST CITY CLERK	Non-Exempt					
1412	BLDG PERMIT TECH	Non-Exempt					
1467	GRAPHIC ARTS SPECIALIST	Non-Exempt					
1552	PLANT OPERATOR C	Non-Exempt					
1421	RECREATION COORDINATOR I	Non-Exempt					
1350	SURVEY TECHNICIAN	Non-Exempt					
1351	TRAFFIC ENGINEERING TECH	Non-Exempt					
PA20			$47,903.45	$52,693.80	$57,484.14	$62,274.49	$67,064.83
			$23.03	$25.33	$27.64	$29.94	$32.24
1622	ANIMAL CONTROL OFFICER	Non-Exempt					
1206	ASSET TECHNICIAN	Non-Exempt					
1368	ASST PROBATION OFFICER	Non-Exempt					
1242	ASST TECH SERVICES COORD	Non-Exempt					
1250	CODE COMPLIANCE INSP	Non-Exempt					
1312	EVENTS COORDINATOR	Non-Exempt					
1086	FLEET SPECIALIST	Non-Exempt					
1345	GRANT SPECIALIST	Non-Exempt					
1360	HUMAN RESOURCES TECH	Non-Exempt					
1422	MARKETING TECHNICIAN	Non-Exempt					
1446	MRKTING SPONSORSHIP COORD	Non-Exempt					
1342	PLANNING TECHNICIAN	Non-Exempt					
1553	PLANT OPERATOR B	Non-Exempt					
1366	POLICE CADET	Non-Exempt					
1327	PUBLIC ART COORDINATOR	Non-Exempt					
1341	PUBLIC SAFETY TECHNICIAN	Non-Exempt					
1362	REAL ESTATE TECHNICIAN	Non-Exempt					
1340	RECREATION COORDINATOR II	Non-Exempt					
1352	TRAFFIC ENGINEER TECH II	Non-Exempt					
1204	WTR INST TECH ENTRY	Non-Exempt					

PARAPROFESSIONAL/TECHNICAL

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
PA30			$53,017.80	$58,319.58	$63,621.36	$68,923.14	$74,224.92
			$25.49	$28.04	$30.59	$33.14	$35.69
1618	COMMUNITY PARAMEDIC	Non-Exempt					
1302	CUSTOMER SERVICE SUPV	Non-Exempt					
1322	DEPUTY CITY CLERK	Non-Exempt					
1319	E - MEDIA SPECIALIST	Non-Exempt					
1519	FACILITIES MGMT TECH III	Non-Exempt					
1617	FRAUD INVESTIGATIONS SPC	Non-Exempt					
1361	IRRIGATION COORDINATOR	Non-Exempt					
1369	LEGAL ADMINISTRATOR	Non-Exempt					
1320	LEGAL ASSISTANT	Non-Exempt					
1367	PROBATION OFFICER	Non-Exempt					
1167	PROJECT COORDINATOR	Non-Exempt					
1325	SPECIAL EVENTS COORD	Exempt					
1616	TRAIL MANAGER	Non-Exempt					
1353	TRANSIT OPERATIONS SUPV	Non-Exempt					
1443	TV/VIDEO PRODUCTION SPEC	Non-Exempt					
1428	UCCC PROGRAMS COORD	Exempt					
1440	W&S SERVICES COORDINATOR	Non-Exempt					
PA40			$57,676.47	$63,444.12	$69,211.76	$74,979.41	$80,747.06
			$27.73	$30.50	$33.27	$36.05	$38.82
1306	ASSISTANT RECORDS MANAGER	Non-Exempt					
1210	BUILDING INSPECTOR I	Non-Exempt					
1220	CONSTRUCTION INSPECTOR	Non-Exempt					
1339	ENGINEERING TECHNICIAN	Non-Exempt					
1349	ENVIRONMENTAL TECHNICIAN	Non-Exempt					
1515	MECHANICAL CONTROLS TECH	Non-Exempt					
1510	PLANT OPERATOR A	Non-Exempt					
1211	REHABILITATION SPECIALIST	Non-Exempt					
1987	UTILITY COORDINATOR	Non-Exempt					
PA50			$65,357.58	$71,893.34	$78,429.10	$84,964.86	$91,500.62
			$31.42	$34.56	$37.71	$40.85	$43.99
1173	BUILDING INSPECTOR II	Non-Exempt					
1076	CEMETERY MANAGER	Exempt					
1536	CIVIL PLAN REVIEWER	Non-Exempt					
1241	CODE COMPLIANCE SUPV	Exempt					
1182	FACILITIES PROJECT MGR	Non-Exempt					
1600	PARKS MANAGER	Exempt					
1174	PLANS EXAMINER	Non-Exempt					
1300	PROCESS & INFO SYS ANLYST	Exempt					
1205	SR CONSTRUCTION INSPECTOR	Exempt					
1184	TRAFFIC OPERATIONS SPVSR	Exempt					
1169	URBAN RENEWAL MANAGER	Exempt					
1225	WATER INSTRUMENT TECH	Non-Exempt					
1502	WW COLLECTION SUPERVISOR	Non-Exempt					
PA60			$71,624.49	$79,682.24	$87,740.00	$95,797.76	$103,855.51
			$34.43	$38.31	$42.18	$46.06	$49.93
1720	LEAD PLANT OPERATOR	Non-Exempt					
1980	DNA ANALYST	Non-Exempt					
1226	INSTRUMENT & CONTROL SUPV	Non-Exempt					
1994	SR PLANS EXAMINER	Non-Exempt					
1500	WW MAINTENANCE SUPERVISOR	Exempt					

INFORMATION TECHNOLOGY

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
IT10			$39,790.00	$44,241.25	$48,692.50	$53,143.75	$57,595.00
			$19.13	$21.27	$23.41	$25.55	$27.69
	1434 IT BUSINESS ASSISTANT	Non-Exempt					
IT20			$46,347.39	$51,532.21	$56,717.02	$61,901.84	$67,086.66
			$22.28	$24.78	$27.27	$29.76	$32.25
	1321 APP SUPPORT SPECIALIST	Non-Exempt					
	1245 GIS SPECIALIST	Non-Exempt					
	1214 NETWORK ADMINISTRATOR I	Non-Exempt					
	1313 PC SPECIALIST	Non-Exempt					
IT30			$52,397.49	$58,917.14	$65,436.80	$71,956.46	$78,476.11
			$25.19	$28.33	$31.46	$34.59	$37.73
	1189 GIS ANALYST	Exempt					
IT40			$58,577.61	$65,902.75	$73,227.88	$80,553.02	$87,878.15
			$28.16	$31.68	$35.21	$38.73	$42.25
	1148 WEB DEVELOPER	Exempt					
IT50			$68,025.07	$76,525.37	$85,025.67	$93,525.97	$102,026.27
			$32.70	$36.79	$40.88	$44.96	$49.05
	1216 BUSINESS SYSTEMS ANALYST	Exempt					
	1137 NETWORK SECURITY ADMIN	Exempt					
	1149 PROGRAMMER ANALYST	Exempt					
	1122 SR APP SUPPORT SPECIALIST	Exempt					
	1314 TELECOM ADMINISTRATOR	Exempt					
IT60			$74,890.40	$84,246.24	$93,602.08	$102,957.92	$112,313.76
			$36.01	$40.50	$45.00	$49.50	$54.00
	1261 DATABASE ADMINISTRATOR	Exempt					
	1175 SYSTEMS ADMINISTRATOR II	Exempt					
IT70			$83,128.34	$93,513.33	$103,898.31	$114,283.29	$124,668.27
			$39.97	$44.96	$49.95	$54.94	$59.94
	1132 CLIENT SERVICES MANAGER	Exempt					
	1141 SR SYSTEMS ADMINISTRATOR	Exempt					
	1260 SR NETWORK ADMINISTRATOR	Exempt					
IT80			$92,115.19	$103,622.88	$115,130.56	$126,638.24	$138,145.92
			$44.29	$49.82	$55.35	$60.88	$66.42
	1126 SOFTWARE APPLICATIONS MGR	Exempt					
	1265 INFRASTRUCTURE MANAGER	Exempt					
	1262 SECURITY ANALYST	Exempt					
	1129 BUSINESS SYSTEMS MANAGER	Exempt					

PROFESSIONAL/MANAGER

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
PR10			$49,836.96	$54,820.66	$59,804.35	$64,788.05	$69,771.75
			$23.96	$26.36	$28.75	$31.15	$33.54
1330	ACCOUNTANT I	Non-Exempt					
1447	MARKETING COORDINATOR	Non-Exempt					
1194	MUSEUM CURATOR	Exempt					
1192	PLANNER I	Non-Exempt					
PR20			$54,630.13	$60,093.14	$65,556.15	$71,019.16	$76,482.18
			$26.26	$28.89	$31.52	$34.14	$36.77
1647	COMMUNITY ENGAGEMENT SPEC	Exempt					
1209	ECON DEVELOPMENT COORD	Exempt					
1449	FINANCIAL ANALYST	Non-Exempt					
1990	HEALTHY NEIGHBORHOOD COORD	Exempt					
1193	HISTORIC PRESERVATION SPC	Non-Exempt					
1235	INDUSTRIAL PRETRMT SPEC	Non-Exempt					
1280	NEIGHBORHD PROGRAMS SPEC	Exempt					
1315	PAYROLL ACCOUNTANT	Non-Exempt					
1992	REAL ESTATE SPECIALIST	Non-Exempt					
1346	VICTIM SERVICES COORD	Non-Exempt					
1236	WATER QUALITY ANALYST	Non-Exempt					
1334	WELLNESS COORDINATOR	Exempt					
PR30			$59,194.70	$65,114.17	$71,033.64	$76,953.11	$82,872.58
			$28.46	$31.30	$34.15	$37.00	$39.84
1196	ACCOUNTANT II	Exempt					
1123	ASSET MANAGER	Exempt					
1219	CONTRACT SPECIALIST II	Exempt					
1448	CREATIVE TEAM SUPERVISOR	Exempt					
1335	CRIME ANALYST	Exempt					
1426	FINANCIAL SERVICES COORD	Exempt					
1722	INDUSTRIAL PRETRMT COORD	Exempt					
1721	LABORATORY COORD	Exempt					
1170	PLANNER II	Exempt					
1199	RECREATION SUPERVISOR	Exempt					
1991	SALES TAX AUDITOR	Exempt					
1188	TRANSPORTATION PLANNER	Exempt					
1200	WATER RESOURCE ANALYST	Exempt					
PR40			$63,853.86	$70,239.24	$76,624.63	$83,010.01	$89,395.40
			$30.70	$33.77	$36.84	$39.91	$42.98
1223	BUSINESS ANALYST	Exempt					
1504	CONCRETE MAINTENANCE COOR	Exempt					
1310	COURT ADMINISTRATOR	Exempt					
1180	HUMAN RESOURCES ANALYST	Exempt					
1324	MARKETING MANAGER	Exempt					
1179	MUSEUM MANAGER	Exempt					
1171	ENVIRONMENTAL PLANNER	Exempt					
1202	PARKS PLANNER	Exempt					
1221	PAVEMENT MANAGEMENT COORD	Exempt					
1358	SENIOR LAND SURVEYOR	Exempt					
1230	SR SURVEY TECHNICIAN	Non-Exempt					
1215	TECHNICAL SERVICES COORD	Exempt					

PROFESSIONAL/MANAGER

Range		Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
PR50				$69,266.01	$76,192.61	$83,119.21	$90,045.81	$96,972.41
				$33.30	$36.63	$39.96	$43.29	$46.62
	1161	BUDGET ANALYST	Exempt					
	1080	CHIEF CONSTRUCTION INSP	Exempt					
	1063	COMMUNICATION&ENGAGE MGR	Exempt					
	1027	CIVIL ENGINEER I	Exempt					
	1168	FORESTRY MANAGER	Exempt					
	1162	INDUSTRIAL PRETRTMT SUPV	Exempt					
	1222	STORMWATER QUALITY ADMIN	Exempt					
	1153	WATER RESOURCE ADMN I	Exempt					
PR60				$75,035.65	$82,539.21	$90,042.78	$97,546.34	$105,049.91
				$36.07	$39.68	$43.29	$46.90	$50.50
	1176	ACCOUNTANT III	Exempt					
	1548	BUSINESS MANAGER	Exempt					
	1066	ECON DEVELOPMENT MANAGER	Exempt					
	1090	FACILITY MANAGER	Exempt					
	1085	GOLF COURSE SUPT	Exempt					
	1995	HUMAN RESOURCES MANAGER	Exempt					
	1158	PLANNER III	Exempt					
	1203	PUBLIC & GOV'T REL MGR	Exempt					
	1191	RECREATION PROGRAM MGR	Exempt					
	1160	REGULATORY COMPLIANCE	Exempt					
	1163	REV&BUS LICENSE MGR	Exempt					
	1993	SAFETY & RISK MANAGER	Exempt					
	1164	WW LAB SUPERVISOR	Exempt					
PR70				$78,299.33	$87,108.00	$95,916.68	$104,725.35	$113,534.03
				$37.64	$41.88	$46.11	$50.35	$54.58
	1130	ASST CITY ATTORNEY I	Exempt					
	1985	CHIEF PLANNER	Exempt					
	1028	CIVIL ENGINEER II	Exempt					
	1075	FACILITY MANAGER IG	Exempt					
	1079	MANAGER OF GOLF	Exempt					
	1307	RECORDS & EVIDENCE MGR	Exempt					
	1069	TRANSIT MANAGER	Exempt					
	1355	WATER CONSERVATION MGR	Exempt					
	1157	WATER RESOURCE ADMN II	Exempt					
	1150	DIST & COLLECTION OPS MGR	Exempt					
	1244	WW TECHNICAL SERVICES MGR	Exempt					
PR80				$83,545.62	$92,944.50	$102,343.38	$111,742.26	$121,141.14
				$40.17	$44.68	$49.20	$53.72	$58.24
	1402	ACCOUNTANT IV	Exempt					
	1815	ASSIST LAB DIRECTOR	Exempt					
	1228	ASST WTR T&D AND WWC SUPT	Exempt					
	1071	CHIEF BUILDING OFFICIAL	Exempt					
	1287	CIVIL ENGINEER III	Exempt					
	3230	EMERGENCY MANAGER	Exempt					
	1131	ENV & WTR RES ATTY I	Exempt					
	1081	FLEET MANAGER	Exempt					
	1989	NATURAL AREAS & TRAILS SUPT	Exempt					
	1025	REAL ESTATE MANAGER	Exempt					
	1535	WATER RIGHTS MANAGER	Exempt					
	1243	WW OPERATIONS & MAINT MGR	Exempt					

PROFESSIONAL/MANAGER

Range		Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
PR90				$90,378.26	$100,545.82	$110,713.37	$120,880.93	$131,048.48
				$43.45	$48.34	$53.23	$58.12	$63.00
	1114	ASST CITY ATTORNEY II	Exempt					
	1104	ATTORNEY II	Exempt					
	1127	CIVIL ENGINEER IV	Exempt					
	1139	CULTURAL AFFAIRS MGR	Exempt					
	1128	ENGINEERING PROJECT MGR	Exempt					
	1116	ENV & WTR RES ATTY II	Exempt					
	1084	PARKS SUPERINTENDENT	Exempt					
	1135	PLANNING MANAGER	Exempt					
	1133	RECREATION SUPERINTENDENT	Exempt					
	1083	STREETS SUPERINTENDENT	Exempt					
	1118	WATER RESOURCE ENG IV	Exempt					
	1151	WATER TRMT PLANT SUPT	Exempt					
PR100				$94,630.47	$106,459.28	$118,288.09	$130,116.89	$141,945.70
				$45.50	$51.18	$56.87	$62.56	$68.24
	1144	BUDGET & COMPLIANCE MGR	Exempt					
	1136	ENGINEERING DEV MANAGER	Exempt					
	1113	STORMWATER MANAGER	Exempt					
	1125	TRAFFIC ENGINEER	Exempt					
	1134	WATER T&D AND WWC SUPT	Exempt					
	1138	WATER TREATMENT MANAGER	Exempt					
	1117	WTR RESOURCES OPS MANAGER	Exempt					
	1120	WW TREATMENT SUPT	Exempt					
PR110				$104,833.49	$117,937.68	$131,041.86	$144,146.05	$157,250.24
				$50.40	$56.70	$63.00	$69.30	$75.60
	1159	CHIEF ENGINEER W&S	Exempt					
	1055	CITY ENGINEER	Exempt					
	1022	SENIOR ATTORNEY	Exempt					
PR120				$117,501.05	$132,188.68	$146,876.32	$161,563.95	$176,251.58
				$56.49	$63.55	$70.61	$77.67	$84.74
	1100	DEPUTY CITY ATTORNEY	Exempt					
	1023	DEPUTY DIRECTOR WATER RES	Exempt					
	1026	DEPUTY PUBLIC WORKS DIR	Exempt					
	1035	DEPUTY DIR WTR & WW OPS	Exempt					

EXECUTIVE

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
EX10			$96,512.00	$108,576.00	$120,640.00	$132,704.00	$144,768.00
			$46.40	$52.20	$58.00	$63.80	$69.60
	1010 CITY CLERK	Exempt					
	1019 COMMUNICATION & ENGAGEMENT DIR	Exempt					
EX20			$116,480.00	$131,040.00	$145,600.00	$160,160.00	$174,720.00
			$56.00	$63.00	$70.00	$77.00	$84.00
	1011 COMMUNITY DEVELOPMENT DIR	Exempt					
	1074 ECON HEALTH & HOUSING DIR	Exempt					
	1015 HUMAN RESOURCES DIRECTOR	Exempt					
EX30			$127,067.20	$142,950.60	$158,834.00	$174,717.40	$190,600.80
			$61.09	$68.72	$76.37	$84.00	$91.63
	1021 CPR DIRECTOR	Exempt					
	1024 DIRECTOR OF IT	Exempt					
	1006 MUNICIPAL JUDGE	Exempt					
EX40			$145,600.00	$163,800.00	$182,000.00	$200,200.00	$218,400.00
			$70.00	$78.75	$87.50	$96.25	$105.00
	1061 FINANCE DIRECTOR	Exempt					
	1014 FIRE CHIEF	Exempt					
	1017 POLICE CHIEF	Exempt					
	1018 PUBLIC WORKS DIRECTOR	Exempt					
	1020 WATER & SEWER DIRECTOR	Exempt					
EX50			$156,416.00	$175,968.00	$195,520.00	$215,072.00	$234,624.00
			$75.20	$84.60	$94.00	$103.40	$112.80
	1005 ASST CITY MANAGER	Exempt					
EX60			$168,584.00	$189,657.00	$210,730.00	$231,803.00	$252,876.00
			$81.05	$91.18	$101.32	$111.45	$121.58
	1004 CITY ATTORNEY	Exempt					
EX70			$198,659.14	$223,491.53	$248,323.92	$273,156.31	$297,988.70
			$95.51	$107.45	$119.38	$131.32	$143.26
	1003 CITY MANAGER	Exempt					

POLICE SWORN (NON-CONTRACT)

Range	Position Title	FLSA Status	Range Minimum	Range Maximum
PS10			$103,202.53	$115,030.58
			$49.62	$55.30
	SERGEANT	Non-Exempt		
PS20			$122,824.64	$136,335.36
			$59.05	$65.55
	COMMANDER	Exempt		
PS30			$148,578.20	$164,921.80
			$71.43	$79.29
	DEPUTY CHIEF	Exempt		

2020 POLICE ASSOCIATION	Hourly	Annual
Police Officer Step A	$32.33	$67,241.00
Police Officer Step B	$33.45	$69,568.00
Police Officer Step C	$35.61	$74,060.00
Police Officer Step D	$37.93	$78,874.00
Police Officer Step E	$40.38	$83,965.00
Police Officer Step F	$44.63	$92,811.00

2020 GREELEY FIRE		
Title	Annual	Hourly
Recruit Firefighter	$58,748.00	$20.12
Recruit Firefighter / EMT I	$62,372.00	$21.36
Recruit Firefighter / Paramedic	$64,184.00	$21.98
Apprentice Firefighter I	$62,813.00	$21.51
Apprentice Firefighter I / EMT-I	$66,437.00	$22.75
Apprentice Firefighter I / Paramedic	$68,249.00	$23.37
Apprentice Firefighter II	$67,121.00	$22.99
Apprentice Firefighter II / EMT-I	$70,745.00	$24.23
Apprentice Firefighter II / Paramedic	$72,557.00	$24.85
Journey Firefighter I	$71,880.00	$24.62
Journey Firefighter I / EMT-I	$75,505.00	$25.86
Journey Firefighter I / Paramedic	$77,317.00	$26.48
Journey Firefighter II	$76,883.00	$26.33
Journey Firefighter II / EMT-I	$80,508.00	$27.57
Journey Firefighter II / Paramedic	$82,320.00	$28.19
Master Firefighter	$82,233.00	$28.16
Master Firefighter / EMT-I	$85,858.00	$29.40
Master Firefighter / Paramedic	$90,388.00	$30.95
Fire Engineer (min)	$86,333.00	$29.57
Fire Engineer (min) / EMT-I	$89,957.00	$30.81
Fire Engineer (min) / Paramedic	$91,769.00	$31.43
Fire Engineer (max)	$90,606.00	$31.03
Fire Engineer (max) / EMT-I	$94,230.00	$32.27
Fire Engineer (max) / Paramedic	$98,761.00	$33.82
Staff Specialist *	$93,327.00	$44.87
Staff Specialist / EMT-I *	$97,071.00	$46.67
Staff Specialist / Paramedic *	$101,730.00	$48.91
Fire Lieutenant (min)	$95,157.00	$32.59
Fire Lieutenant (min) / EMT-I	$97,782.00	$33.83
Fire Lieutenant (min) / Paramedic	$100,594.00	$34.45
Fire Lieutenant (max)	$100,299.00	$34.35
Fire Lieutenant (max) / EMT-I	$103,923.00	$35.59
Fire Lieutenant (max) / Paramedic	$108,454.00	$37.14
Fire Lieutenant Specialist *	$103,311.00	$49.67
Fire Lieutenant Specialist / EMT-I *	$107,055.00	$51.47
Fire Lieutenant Specialist / Paramedic *	$111,714.00	$53.71
Fire Captain (min)	$111,868.00	$38.31
Fire Captain (max)	$118,573.00	$40.61
Fire Captain Specialist *	$122,030.00	$58.67

*Day Shift Pay Rate (2,080 hrs)

FIRE (NON-CONTRACT)				
Range	**Position Title**	**FLSA Status**	**Range Minimum**	**Range Maximum**
PSF10			$129,137.44	$143,342.56
			$62.09	$68.91
	DIVISION CHIEF			

Seasonal/Hourly

Pay Range	Position Title	FLSA Status	Range Minimum	Range Maximum
1			$12.00	$13.29
	ASSISTANT HOUSE MANAGER	Non-Exempt		
	ASSISTANT TRAIL MANAGER	Non-Exempt		
	CHILDRENS ROOM ATTENDANT	Non-Exempt		
	CLERICAL ASSISTANT I	Non-Exempt		
	CUSTOMER SERVICE REP	Non-Exempt		
	FACILITY SVCS ATTEND	Non-Exempt		
	FARMERS MARKET ASSISTANT	Non-Exempt		
	GALLERY TECHNICIAN	Non-Exempt		
	GOLF CART OPERATOR	Non-Exempt		
	GROUNDSKEEPER I	Non-Exempt		
	MAINTENANCE TECH I	Non-Exempt		
	MUSEUM AIDE I	Non-Exempt		
	SCHOOL CROSSING GUARD	Non-Exempt		
	THEATRE TECH I	Non-Exempt		
	TICKET CLERK I	Non-Exempt		
2			$12.00	$17.28
	BUILDING SUPERVISOR	Non-Exempt		
	CLERICAL ASSISTANT II	Non-Exempt		
	CUSTODIAN	Non-Exempt		
	FACILITIES TECHNICIAN	Non-Exempt		
	GROUNDSKEEPER II	Non-Exempt		
	HOUSE MANAGER	Non-Exempt		
	LABORER I	Non-Exempt		
	MUSEUM AIDE II	Non-Exempt		
	SPECIAL PROJECTS ASSISTANT	Non-Exempt		
	THEATRE TECH II	Non-Exempt		
	TICKET CLERK II	Non-Exempt		
3			$12.22	$21.26
	ASSISTANT STAGE MANAGER	Non-Exempt		
	ENGINEERING TECHNICIAN	Non-Exempt		
	INTERN I	Non-Exempt		
	LABORER II	Non-Exempt		
	SR MUSEUM AIDE	Non-Exempt		
	SR THEATRE TECH	Non-Exempt		
	SR TICKET CLERK	Non-Exempt		
4			$14.50	$18.83
	BUS DRIVER	Non-Exempt		
	TRAVEL TRAINER	Non-Exempt		
	VOLUNTEER COORDINATOR	Non-Exempt		
5			$20.00	$40.00
	ATTORNEY	Non-Exempt		
	INTERN II	Non-Exempt		

Seasonal/Hourly

Pay Range	Position Title	FLSA Status	Range Minimum	Range Maximum
6			$50.00	$75.00
	ASSISTANT JUDGE			
	ADMINHEARING OFFICER			
	LIQUOR HEARING OFFICER			
7				
	ELECTION JUDGE		$65/DAY	
GENERAL			$12.00	$18.70
	ASSISTANT POOL MANAGER	Non-Exempt		
	ASSISTANT PLAYGROUND PRGM SUP	Non-Exempt		
	CASHIER	Non-Exempt		
	LEAD LIFEGAURD	Non-Exempt		
	LIFEGAURD	Non-Exempt		
	PLAYGROUND PARK LEADER	Non-Exempt		
	POOL MANAGER	Non-Exempt		
	PROGRAM FIELD SUPERVISOR	Non-Exempt		
	REC PROGRAM SUPERVISOR	Non-Exempt		
	SCOREKEEPER	Non-Exempt		
	SPLASH PARK ATTENDANT	Non-Exempt		
	STEP PROGRAM SUPERVISOR	Non-Exempt		
	STEP PROGRAM WORKER	Non-Exempt		
	YOUTH SERVICE SPECIALIST	Non-Exempt		
OFFICIALS			$12.00	$35.28
	ADULT OFFICIAL	Non-Exempt		
	ADULT OFFICIAL 1 PER	Non-Exempt		
	ADULT SPORT CERTIFIED OFFICIAL	Non-Exempt		
	YOUNG AMERICA ASST TRACK COACH	Non-Exempt		
	YOUNG AMERICA OFFICIAL	Non-Exempt		
	YOUNG AMERICA OFFICIAL 1 PER	Non-Exempt		
	YOUTH OFFICIAL	Non-Exempt		
INSTRUCTOR			$12.00	$42.34
	FITNESS INSTRUCTOR	Non-Exempt		
	CLASS INSTRUCTOR	Non-Exempt		
	VISUAL ARTS INSTRUCTOR	Non-Exempt		
	PERFORMING ARTS INSTRUCTOR	Non-Exempt		

Council Agenda Summary

October 15, 2019

Agenda Item Number 20

Key Staff Contact: Renee Wheeler, Finance Director, 350-9732

Title:
Consideration of a resolution establishing the 2019 tax levy and directing the certification of the same to the Board of County Commissioners

Summary:
This resolution establishes the 2019 tax levy for taxes to be collected in 2020 at 11.274 mills and authorizes the City Clerk to certify to the Board of County Commissioners that the tax levy has been established for 2019.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Property tax revenue collected in 2020
What is the annual impact?	$15,492,667
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	n/a
Is this grant onetime or ongoing?	n/a
Additional Comments:	Based on the preliminary certification from the Weld County Assessor showing assessed valuation of property subject to property tax by the City of Greeley, tax assessed for 2019 and collected in 2020 will be $15,492,667

Legal Issues:
City Charter requires the City Council to establish the tax levy and authorize the City Clerk to certify to the Board of County Commissioners that the tax levy for 2019 has been established.

Other Issues and Considerations:
None

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

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution
Certification of Tax Levy
Notice of Tax Levy for 2019
Certification of Valuation

CITY OF GREELEY

RESOLUTION NO._____, 2019

RESOLUTION ESTABLISHING THE 2019 TAX LEVY AND DIRECTING THE CERTIFICATION OF THE SAME TO THE BOARD OF COUNTY COMMISSIONERS.

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

WHEREAS, the City Council has considered a proposed budget, and has considered the certificate from the Weld County Assessor showing that the total assessed valuation of property subject to the ad valorem property tax by the City of Greeley for the year of 2019 is $1,374,194,308; and,

WHEREAS, based upon consideration of the data referred to above, the City Council has determined that the rate of taxation necessary to produce the required tax revenues for the 2020 budget is 11.274 mills.

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

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

Section 2. The City Clerk is hereby authorized and directed to sign a statement certifying to the Board of County Commissioners that the tax levy for 2019 has been established at 11.274 mills.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 15TH DAY OF OCTOBER, 2019.

ATTEST: THE CITY OF GREELEY

______________________________ ______________________________

City Clerk Mayor

CITY OF GREELEY

CERTIFICATION OF TAX LEVY

FOR 2019

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

The undersigned Mayor of the City of Greeley, Colorado hereby certifies that the City Council of the City of Greeley, on October 15, 2019, established by resolution that the 2019 tax levy by the City of Greeley will be 11.274 mills. All steps and hearings required to be conducted and completed prior to the establishment of the tax levy were in fact taken and concluded, in accordance with law. A true copy of the resolution establishing said levy is attached hereto.

Dated this 15th day of October, 2019.

______________________________	______________________________
City Clerk	Mayor

NOTICE OF TAX LEVY FOR 2019

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

Whereas, at the regular meeting of the Council of the City of Greeley held at 1001 11th Avenue, in the City of Greeley, on the 15th day of October, 2019, the following resolution was unanimously adopted:

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

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

Passed by the City Council of Greeley, Colorado and approved this 15th day of October, 2019.

ATTEST:

____________________________ ____________________________
City Clerk Mayor

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

CERTIFICATION OF VALUATION BY WELD COUNTY ASSESSOR

Name of Jurisdiction: 0411 - GREELEY CITY

IN WELD COUNTY ON 8/15/2019 New Entity: No

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

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2019 IN WELD COUNTY. COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	$1,043,335,602
2. CURRENT YEAR'S GROSS TOTALTAXABLE ASSESSED VALUATION: *	$1,498,232,280
3. LESS TIF DISTRICT INCREMENT, IF ANY:	$124,037,972
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	$1,374,194,308
5. NEW CONSTRUCTION: **	$15,508,171
6. INCREASED PRODUCTION OF PRODUCING MINES: #	$0
7. ANNEXATIONS/INCLUSIONS:	$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD ## OR LAND (29-1-301(1)(b) C.R.S.):	$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	$218.28
11 TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	$130,505.27

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

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

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

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

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b),C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2019 IN WELD COUNTY, COLORADO ON AUGUST 25, 2019

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	$10,814,035,039
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	$131,628,978
3. ANNEXATIONS/INCLUSIONS:	$0
4. INCREASED MINING PRODUCTION: %	$0
5. PREVIOUSLY EXEMPT PROPERTY:	$394,846
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	$0

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

DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	$25,660
9. DISCONNECTIONS/EXCLUSION:	$0
10. PREVIOUSLY TAXABLE PROPERTY:	$6,113,134

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

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

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

IN ACCORDANCE WITH 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:------------------->	$0

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2019

Data Date: 8/15/2019

Council Agenda Summary

October 15, 2019

Agenda Item Number 21

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

Title:
Consideration of a resolution adopting Stormwater Utility Fees for 2020

Summary:
The Stormwater Financial Rate Model indicates a need to increase stormwater utility fees 8.0% in 2020 in order to adequately fund the utility's three main programs. The three main programs are:

1. capital improvement program (new or enlargement projects),
2. capital replacement (maintenance), and
3. pollution discharge elimination and National Pollution Discharge Elimination Systems (NPDES) permit oversight.

As part of these programs, the city maintains over 800,000 feet of stormwater pipe, maintains 88 detention ponds, annually collects and disposes of more than 3,400 cubic yards of street sweeping material, maintains the #3 ditch from 1st Ave to 35th Ave and oversees NPDES permitting. The NPDES permit includes:

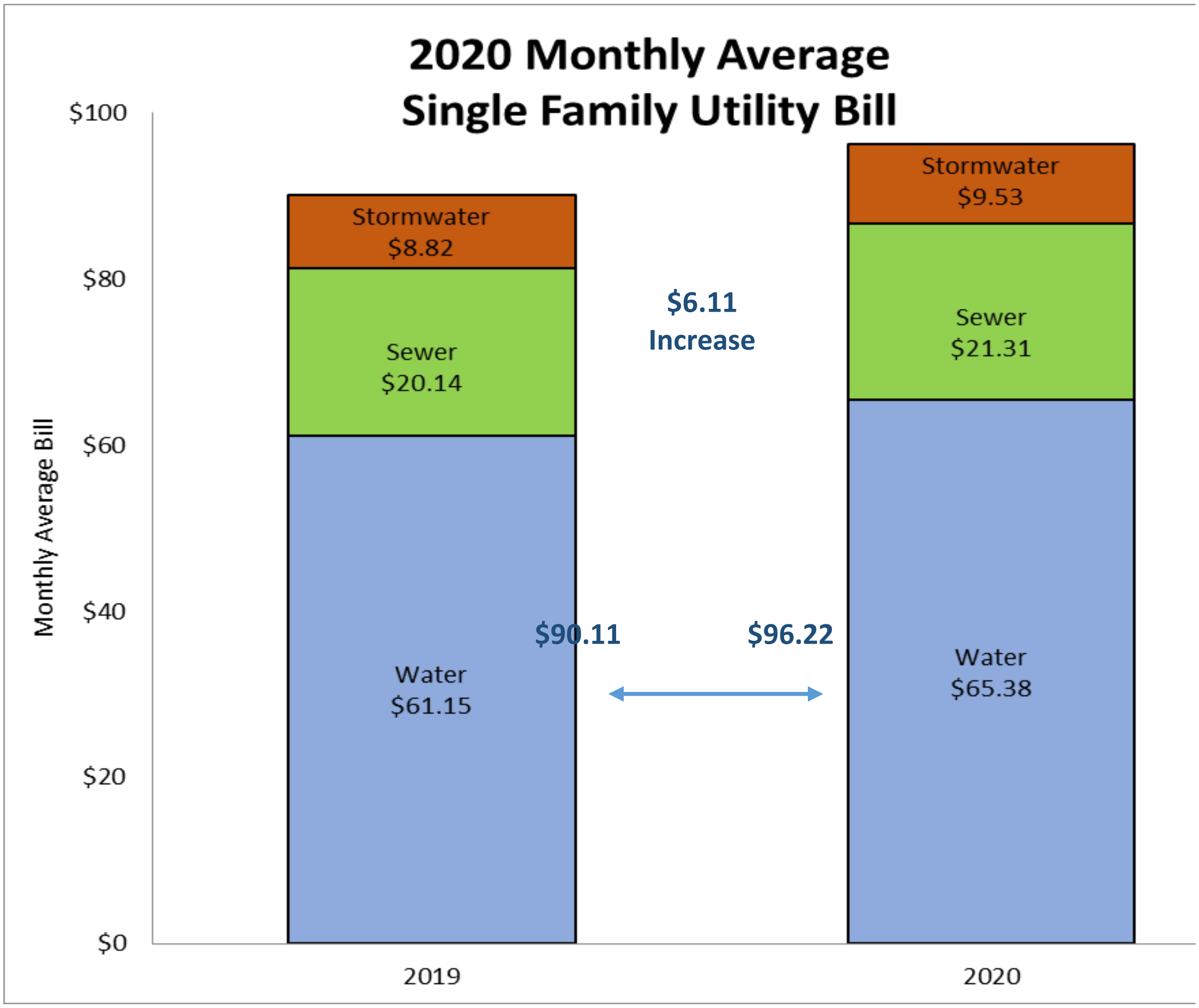
1. public education and outreach
2. public participation or involvement
3. illicit discharge detection and elimination
4. monitor construction site runoff
5. post-construction runoff control
6. pollution prevention/good housekeeping

The monthly fee is determined by multiplying the property area x "C" Factor x Base Rate.
Note: The "C" factor is determined by impervious areas of a property.

Capital Construction
The 8.0% increase will generate approximately $518,223 in additional funding. For 2020, there is approximately $1,700,000 budgeted for Capital Improvement Projects (CIP).

Capital Replacement
The Stormwater staff continues to rate the stormwater system in order to create a more proactive list of maintenance needs for the underground pipe system. As this effort continues there is an ever growing need for repair and replacement. For 2020 there is approximately $2,200,000 budged for storm line capital replacement to repair or replace storm drainage facilities identified through the inspection program, and addressing smaller neighborhood projects to address smaller flooding concerns.

The graph below shows a comparison of 2019 and 2020 monthly costs for a single family residence bill for all three (3) city utilities. The stormwater portion of a customer's bill will be approximately 11.6% on a single family monthly bill. This breakdown is based on an 8.0% stormwater, 7.0% sewer, and 8.5% water rate adjustments for each utility. This gives an overall 7.8% total rate increase equivalent to $6.11 per month for all three utilities combined.



Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	$0
What is the annual impact?	N/A
What fund of the City will provide Funding?	Stormwater Fund
What is the source of revenue within the fund?	Stormwater fees
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	

Additional Comments:	

Additional Comments:
An 8.0% increase in stormwater utility fees will increase an 8,000 sq. ft. residential property's fee by $0.71 from $8.82 per month to $9.53 per month. Other land use increases are listed below:

LAND USE	AREA SQ FT	C-FACTOR	2019 SW FEE/MONTH	8.0% INCREASE	2020 SW FEE/MONTH
Residential	8,000	0.45	$8.82	$0.71	$9.53
Church	77,101	0.47	$241.22	$18.63	$259.85
Commercial-High	114,800	0.87	$1,867.70	$145.95	$2,013.65
Industrial	104,500	0.76	$1,087.14	$88.23	$1,175.37
School	655,496	0.50	$394.54	$30.47	$425.01

Legal Issues:
Stormwater utility fees must be set by Council resolution.

Other Issues and Considerations:
Even with a 8.0% per year increase, there is over $79.7 million in unfunded drainage capital improvements during the period of 2020 – 2024.

The Stormwater Board on August 7, 2019 unanimously supported the 8.0% rate increase by a vote of 5-0.

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

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

Council's Recommended Action:
A motion to adopt the Resolution.

Attachments:
Resolution
Stormwater Utility Rate Comparison

THE CITY OF GREELEY, COLORADO

RESOLUTION NO. _____, 2019

A RESOLUTION ADOPTING STORMWATER UTILITY FEES

WHEREAS, Chapter 14.15 of the Greeley Municipal Code imposes upon each customer, as defined herein, a Stormwater Utility Fee in an amount set by the City Council by resolution; and

WHEREAS, the Greeley City Council desires to set such fee by the adoption of this resolution; and

WHEREAS, the City Council has considered the fee and definitions set forth herein and hereby finds and determines that the same are fair, just, and equitable, and are necessary to provide an adequate stormwater management system.

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

Section 1. Stormwater Utility Fees.

Stormwater utility fees are established and imposed at the base rate of $.002646 per square foot of property area. The total monthly fee will be determined and is imposed by multiplying the base rate of $.002646 by the area of the property multiplied by the runoff factor for the property. The runoff factor established for a property is based upon the type of surface and land use of the property.

Section 2. The fees imposed herein shall be billed beginning with each utility bill rendered on or after January 1, 2020.

Section 3. This Resolution shall become effective immediately upon its passage, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED this ____ day of __________________, 2019.

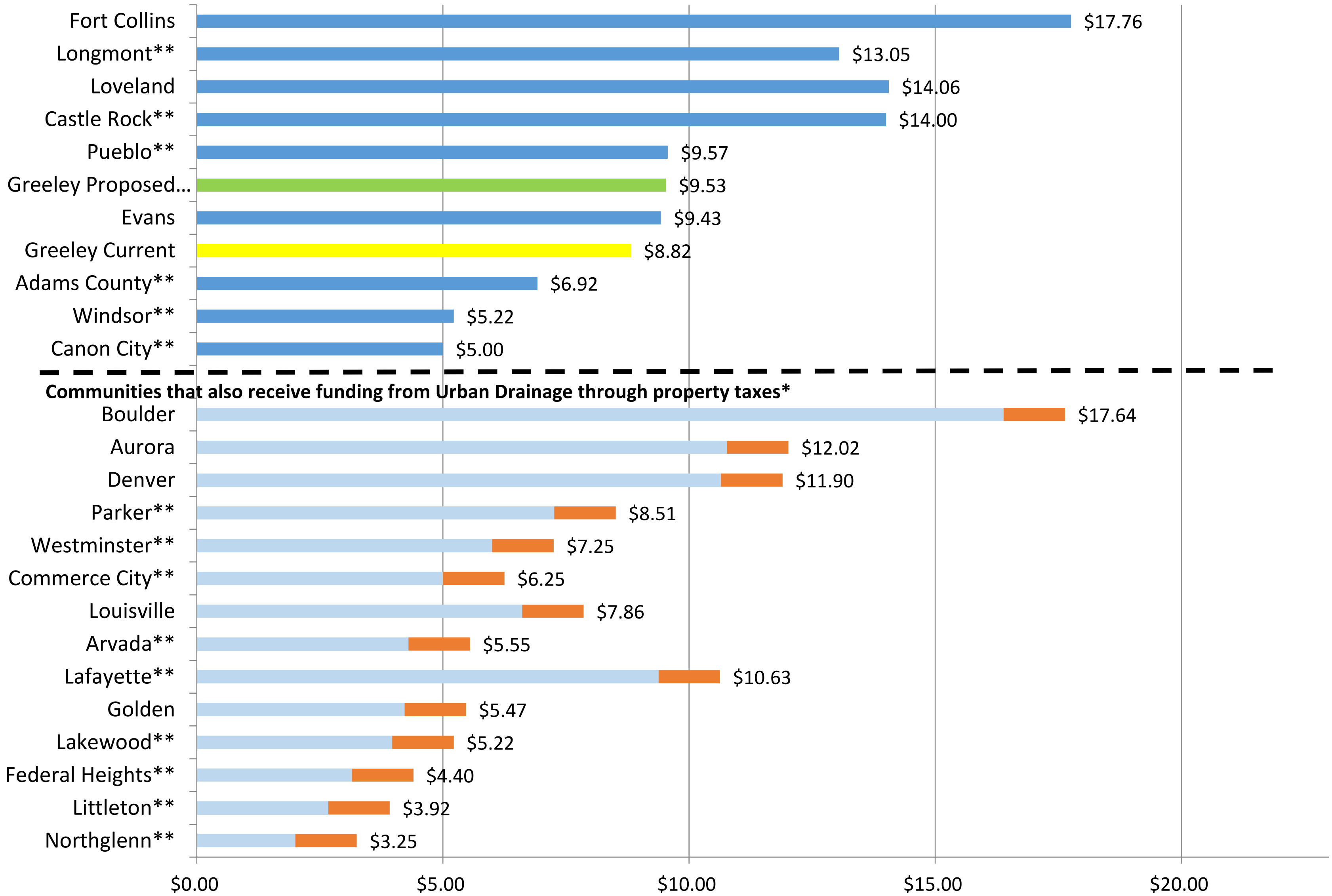
ATTEST:

THE CITY OF GREELEY, COLORADO

________________________________ By:________________________________

City Clerk Mayor

AVERAGE MONTHLY STORMWATER FEE CHARGED TO SINGLE FAMILY RESIDENCES IN GREELEY, COLORADO



*Additional charges for Urban Drainage District are highlighted in orange.

**Communities whose rates were unchanged.

Council Agenda Summary

October 15, 2019

Agenda Item Number 22

Key Staff Contact: Mark Jones, Police Chief, 970-350-9665

Title:
Introduction and first reading of an ordinance amending portions of the Greeley Municipal Code, Chapter 11.01, Part 8 (Traffic Code), as it relates to pedestrians

Summary:
This proposed ordinance repeals Greeley Municipal Code section 11.01.089, which prohibits pedestrians from remaining upon a median longer than is necessary to cross the street.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	N/A
What is the annual impact?	None
What fund of the City will provide Funding?	N/A
What is the source of revenue within the fund?	N/A
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:
The ordinance prohibiting pedestrians from standing or remaining on a median longer than necessary to cross the street was enacted in 2017 as a content-neutral measure intended to improve safety of pedestrians and motorists. Recent court decisions construing similar ordinances in other jurisdictions have called into question whether the ordinance provides adequate protections for persons' rights of free speech and expression. The Greeley Police Department and City Attorney are therefore recommending that Greeley Municipal Code section 11.01.089 be repealed and that the City conduct a traffic safety study to determine what measures the City might take in the future to better protect safety of pedestrians and drivers at intersections with medians.

Other Issues and Considerations:
None

Applicable Council Priority and Goal:

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

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for October 15, 2019.

Attachments:

Ordinance, Appendix A (Greeley Municipal Code section 11.01.089)

CITY OF GREELEY, COLORADO

ORDINANCE NO.____, 2019

AN ORDINANCE AMENDING PORTIONS OF THE GREELEY MUNICIPAL CODE, CHAPTER 11.01, PART 8 (TRAFFIC CODE), AS IT RELATES TO PEDESTRIANS.

WHEREAS, it becomes necessary to update the Greeley Municipal Code from time to time to address changes in the law and to align with City Council policy; and

WHEREAS, Chapter 11.01, Part I of the Traffic Code of the Municipal Code, which prohibits pedestrians from standing or remaining on medians for longer than necessary to cross the street, has been identified as needing such amendment.

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

Section 1. Greeley Municipal Code Chapter 11.01 (Traffic Code) is hereby amended by the repeal of section 11.01.809, in its entirety.

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

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS____ DAY OF _______________ , 2019.

ATTEST: **THE CITY OF GREELEY**

__________________________ __________________________

City Clerk **Mayor**

11.01.809 - ~~Pedestrians not to remain on medians.~~
RESERVED.

~~(a) No pedestrian may remain upon a median for longer than is reasonably necessary to cross the street.~~

~~(b) This section does not apply to persons maintaining or working on the median for the government which owns the underlying road or public right-of-way or for a public utility.~~

~~(c) This section does not apply to a street closed to vehicular traffic for the purposes of permitted activity on the street or roadway.~~

~~(d) A violation of this Section is a traffic infraction and shall be punishable under Chapter 1.32 of this Code.~~

Council Agenda Summary

October 15, 2019

Agenda Item Number 23

Key Staff Contact: Mark Jones, Police Chief, 970-350-9665

Title:
Public hearing and final reading of an ordinance of the City of Greeley repealing and replacing Chapter 11.01.1420 of the Greeley Municipal Code regarding misuse of a wireless telephone

Summary:
The State of Colorado Legislature has issued a State Statute concerning the misuse of wireless mobile electronic devices while driving. The City must update the current Ordinance 10, to not be more/less strict that the State Law.

This ordinance was introduced at the October 1, 2019 Council meeting.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?		N/A
If yes, what is the initial, or, onetime impact?		N/A
What is the annual impact?		N/A
What fund of the City will provide Funding?		N/A
What is the source of revenue within the fund?		N/A
Is there grant funding for this item?		N/A
If yes, does this grant require a match?		N/A
Is this grant onetime or ongoing?		N/A
Additional Comments:	This does not create a fiscal impact; it adjusts reimbursements and responsibilities of affiliate outside agencies.	

Legal Issues:
The Colorado legislature has declared the use/misuse of wireless telephones while driving to be an issue of statewide concern. The City is therefore preempted from enacting legislation that is different than the state law. This means that the City can't enact an ordinance that is more or less stringent than the state law. During the 2019 session, the legislature enacted SB 19-12 which amended the existing state statute regarding misuse of a wireless telephone while driving. The City now must amend our existing ordinance so it is the same as the state law.

Consideration of this matter is a legislative process which includes the following public hearing steps:

1) City staff presentation (if requested)

2) Council questions of staff
3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4) Council discussion
5) Council decision

Other Issues and Considerations:
None

Applicable Council Priority and Goal:
Public Safety

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

Council's Recommended Action:
A motion to adopt the ordinance and publish with reference to title only.

Attachments:
Ordinance
Appendix

CITY OF GREELEY, COLORADO

ORDINANCE NO. _________, 2019

INTRODUCTION AND FIRST READING OF AN ORDINANCE OF THE CITY OF GREELEY REPEALING AND REPLACING CHAPTER 11.01.1420 OF THE GREELEY MUNICIPAL CODE REGARDING MISUSE OF A WIRELESS TELEPHONE

WHEREAS, on April 19, 2016 the Greeley City Council passed Ordinance 10, 2016 regarding the misuse of wireless telephones while operating a motor vehicle;

WHEREAS, Ordinance 10, 2016 was identical to the Colorado State Statute located at Section 42-4-239 because the State has identified this as a matter of statewide concern and the City therefore is preempted by the State Statute on this matter; and

WHEREAS, on March 15, 2019, Senate Bill No. 12 was enacted by the Colorado Legislature concerning the use of mobile electronic devices while driving; and

WHEREAS, in order to be authorized to enforce a local ordinance on the subject matter of using a mobile electronic device while driving, the City must update its ordinance to be identical to the State Statute; and

WHEREAS, the Greeley Police Department has determined it is in the best interests of the citizens of the City of Greeley to adopt an ordinance identical to the State Statute in order to promote safe driving by continuing to enforce distracted driving laws and to enforce these laws through the Municipal Court.

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL FOR THE CITY OF GREELEY, COLORADO, AS FOLLOWS:

Section 1. Section 11.01.1420 of the City of Greeley Municipal Code is hereby repealed in its entirety.

Section 2. The City Council hereby adopts Section 11.01.1420 as set forth in Exhibit A attached hereto and incorporated herein by this reference.

Section 3. This Ordinance shall become effective five days following its final publication, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ______ DAY OF _____________, 2019.

ATTEST:

____
City Clerk

CITY OF GREELEY, COLORADO

____
Mayor

EXHIBIT
A

CHAPTER 11.01.1420 – MISUSE OF A WIRELESS TELEPHONE.

(1) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "EMERGENCY" MEANS A SITUATION IN WHICH A PERSON:

(I) HAS REASON TO FEAR FOR THE PERSON'S LIFE OR SAFETY OR BELIEVES THAT A CRIMINAL ACT MAY BE PERPETRATED AGAINST THE PERSON OR ANOTHER PERSON, REQUIRING THE USE OF A MOBILE ELECTRONIC DEVICE WHILE THE CAR IS MOVING; OR

(II) REPORTS A FIRE, A TRAFFIC ACCIDENT IN WHICH ONE OR MORE INJURIES ARE APPARENT, A SERIOUS ROAD HAZARD, A MEDICAL OR HAZARDOUS MATERIALS EMERGENCY, OR A PERSON WHO IS DRIVING IN A RECKLESS, CARELESS, OR OTHERWISE UNSAFE MANNER.

(b) "FIRST RESPONDER" MEANS:

(I) A PEACE OFFICER, AS DESCRIBED IN SECTION 16-2.5-101;

(II) A FIREFIGHTER, AS DEFINED IN SECTION 29-5-203;

(III) A VOLUNTEER FIREFIGHTER, AS DEFINED IN SECTION 31-30-1102; OR

(IV) ANY OTHER PERSON WHO RESPONDS IN A PROFESSIONAL CAPACITY 1 TO A PUBLIC SAFETY EMERGENCY.

(c) "HANDS-FREE ACCESSORY" MEANS AN ACCESSORY THAT ENABLES A PERSON TO USE A MOBILE ELECTRONIC DEVICE WITHOUT USING EITHER HAND, ALTHOUGH THE USE OF EITHER HAND MAY BE NECESSARY TO ACTIVATE, DEACTIVATE, OR INITIATE A FUNCTION OF THE MOBILE ELECTRONIC DEVICE.

(d) (I) "MOBILE ELECTRONIC DEVICE" MEANS A HANDHELD OR PORTABLE ELECTRONIC DEVICE CAPABLE OF PROVIDING AMUSEMENT, WIRELESS DATA, OR VOICE COMMUNICATION BETWEEN TWO OR MORE PERSONS, INCLUDING:

(A) A CELLULAR TELEPHONE;

(B) A BROADBAND PERSONAL COMMUNICATION DEVICE;

(C) A TWO-WAY MESSAGING DEVICE;

(D) A TEXT-MESSAGING DEVICE;

(E) A PAGER;

(F) AN ELECTRONIC DEVICE THAT CAN RECEIVE OR TRANSMIT TEXT
OR CHARACTER-BASED IMAGES, ACCESS OR STORE DATA, OR CONNECT TO THE INTERNET;

(G) A PERSONAL DIGITAL ASSISTANT;

(H) A LAPTOP COMPUTER;

(I) A COMPUTER TABLET;

(J) A STAND-ALONE COMPUTER;

(K) A PORTABLE COMPUTING DEVICE;

(L) A MOBILE DEVICE WITH A TOUCHSCREEN DISPLAY THAT IS DESIGNED TO BE WORN ON THE BODY;

(M) AN ELECTRONIC GAME;

(N) EQUIPMENT THAT IS CAPABLE OF PLAYING A VIDEO, TAKING PHOTOGRAPHS, CAPTURING IMAGES, OR RECORDING OR TRANSMITTING VIDEO; AND

(O) ANY SIMILAR DEVICE THAT IS READILY REMOVABLE FROM A MOTOR VEHICLE AND IS USED TO WRITE, SEND, OR READ TEXT OR DATA OR CAPTURE IMAGES OR VIDEO THROUGH MANUAL INPUT.

(II) "MOBILE ELECTRONIC DEVICE" DOES NOT INCLUDE AN APPROVED IGNITION INTERLOCK DEVICE, AS DEFINED IN SECTION 42-2-132.5.

(e) "OPERATING A MOTOR VEHICLE" MEANS DRIVING A MOTOR VEHICLE ON A PUBLIC HIGHWAY, BUT "OPERATING A MOTOR VEHICLE" DOES NOT MEAN MAINTAINING THE INSTRUMENTS OF CONTROL WHILE THE MOTOR VEHICLE IS AT REST IN A SHOULDER LANE OR LAWFULLY PARKED.

(f) "USE" MEANS TALKING ON OR LISTENING TO A MOBILE ELECTRONIC DEVICE OR ENGAGING THE MOBILE ELECTRONIC DEVICE FOR TEXT

MESSAGING, GAME PLAY, TAKING PHOTOS OR VIDEOS, OR OTHER FORMS OF MANUAL DATA ENTRY OR TRANSMISSION.

(2) EXCEPT AS SPECIFIED IN SUBSECTIONS (3) AND (7) OF THIS SECTION:

(a) A PERSON UNDER THE AGE OF EIGHTEEN SHALL NOT OPERATE A MOTOR VEHICLE WHILE USING A MOBILE ELECTRONIC DEVICE;

(b) A PERSON EIGHTEEN YEARS OF AGE OR OLDER SHALL NOT OPERATE A MOTOR VEHICLE WHILE USING A MOBILE ELECTRONIC DEVICE UNLESS THE USE IS THROUGH A HANDS-FREE ACCESSORY.

(3) IT IS NOT A VIOLATION OF THIS SECTION TO USE A MOBILE ELECTRONIC DEVICE WHILE DRIVING IF THE USE IS:

(a) TO CONTACT A PUBLIC SAFETY ENTITY; OR

(b) DURING AN EMERGENCY.

(4) (a) EXCEPT AS PROVIDED IN SUBSECTION (4)(b) OF THIS SECTION, A PERSON WHO VIOLATES SUBSECTION (2) OF THIS SECTION COMMITS A TRAFFIC INFRACTION. UPON CONVICTION:

(I) THE COURT MAY ASSESS A FINE UP TO FIFTY DOLLARS FOR A FIRST OFFENSE;

(II) THE COURT SHALL ASSESS A FINE OF ONE HUNDRED FIFTY DOLLARS FOR A SECOND OFFENSE; AND

(III) THE COURT SHALL ASSESS A FINE OF THREE HUNDRED DOLLARS FOR A THIRD OR SUBSEQUENT OFFENSE.

(b) A PERSON WHO VIOLATES SUBSECTION (2) OF THIS SECTION TO ENGAGE IN TEXT MESSAGING COMMITS A TRAFFIC OFFENSE AND, UPON CONVICTION, THE COURT SHALL ASSESS A FINE OF THREE HUNDRED DOLLARS.

(5) A LAW ENFORCEMENT OFFICER SHALL NOT CITE AN OPERATOR OF A MOTOR VEHICLE FOR A VIOLATION OF THIS SECTION UNLESS THE LAW ENFORCEMENT OFFICER SAW THE OPERATOR HOLD A MOBILE ELECTRONIC DEVICE. A LAW ENFORCEMENT OFFICER SHALL NOT CITE AN OPERATOR FOR THE ENHANCED PENALTY FOR USING A MOBILE ELECTRONIC DEVICE TO ENGAGE IN TEXT MESSAGING UNLESS THE LAW ENFORCEMENT OFFICER SAW THE OPERATOR ENGAGING IN TEXT MESSAGING ON A MOBILE ELECTRONIC DEVICE.

(6) THIS SECTION DOES NOT AUTHORIZE THE SEIZURE AND FORFEITURE OF A MOBILE ELECTRONIC DEVICE, UNLESS OTHERWISE PROVIDED BY LAW.

(7) THIS SECTION DOES NOT PROHIBIT:

(a) OPERATION OF AN AMATEUR RADIO STATION BY A PERSON WHO HOLDS A VALID AMATEUR RADIO OPERATOR LICENSE ISSUED BY THE FEDERAL COMMUNICATIONS COMMISSION;

(b) THE USE OF A MOBILE ELECTRONIC DEVICE BY A FIRST RESPONDER WHEN ACTING WITHIN THE SCOPE OF THE FIRST RESPONDER'S DUTIES;

(c) THE USE OF A MOBILE ELECTRONIC DEVICE BY A PROFESSIONAL ACTING WITHIN THE SCOPE OF THE PROFESSIONAL'S EMPLOYMENT IF THE USE IF REQUIRED BY THE PROFESSIONAL'S EMPLOYER AND NECESSARY FOR THE PERFORMANCE OF THE PROFESSIONAL'S DUTIES;

(d) THE USE OF A MOBILE ELECTRONIC DEVICE TO INTERACT WITH A MEDICAL DEVICE; OR

(e) THE USE OF A MOBILE ELECTRONIC DEVICE IN A MOTOR VEHICLE THAT IS AT REST IN A SHOULDER LANE OR LAWFULLY PARKED.

(8) A LAW ENFORCEMENT OFFICER SHALL NOT CITE A COMMERCIAL DRIVER FOR A VIOLATION OF THIS SECTION IF THE COMMERCIAL DRIVER IS CITED FOR A VIOLATION OF 49 CFR 392.82.

APPENDIX

11.01.1420 - Misuse of a wireless telephone.

(a) As used in this section, unless the context otherwise requires:

(1) *Emergency* shall mean a situation in which a person:

(i) Has reason to fear for such person's life or safety, or believes that a criminal act may be perpetrated against such person or another person requiring the use of a wireless telephone while the car is moving; or

(ii) Reports a fire, a traffic accident in which one (1) or more injuries are apparent, a serious road hazard, a medical or hazardous materials emergency or a person who is driving in a reckless, careless or otherwise unsafe manner.

(2) *Operating a motor vehicle* shall mean driving a motor vehicle on a public highway, but *operating a motor vehicle* shall not mean maintaining the instrument of control while the motor vehicle is at rest in a shoulder lane or lawfully parked.

(3) *Use* shall mean talking on or listening to a wireless telephone or engaging the wireless telephone for text messaging or other similar forms of manual data entry or transmission.

(4) *Wireless telephone* shall mean a telephone that operates without a physical, wireline connection to the provider's equipment. The term includes, without limitation, cellular and mobile telephones.

(b) No person under eighteen (18) years of age shall use a wireless telephone while operating a motor vehicle.

(c) No person eighteen (18) years of age or older shall use a wireless telephone for the purpose of engaging in text messaging or other similar forms of manual data entry or transmission while operating a motor vehicle.

(d) Subsection (2) or (3) of this Section shall not apply to a person who is using the wireless telephone:

(1) To contact a public safety entity; or

(2) During an emergency.

(e) (1) A person who operates a motor vehicle in violation of subsection (2) or (3) of this Section commits a traffic infraction pursuant to Section 1-32-010(e) of this Code.

(2) A second or subsequent violation of subsection (2) or (3) of this Section shall be considered a traffic offense pursuant to Section 1-32-010(d) of this Code.

(f) (1) An operator of a motor vehicle shall not be cited for a violation of subsection (2) of this Section unless the operator was under eighteen (18) years of age and a law enforcement officer saw the operator use a wireless telephone.

(2) An operator of a motor vehicle shall not be cited for a violation of subsection (3) of this Section unless the operator was eighteen (18) years of age or older and a law enforcement officer saw the operator use a wireless telephone for the purpose of engaging in text messaging or other similar forms of manual data entry or transmission.

(g) The provisions of this Section shall not be construed to authorize the seizure and forfeiture of a wireless telephone, unless otherwise provided by law.

(h) This Section does not restrict operation of an amateur radio station by a person who holds a valid amateur radio operator license issued by the Federal Communications Commission.

(Ord. 10, 2016 §1(Exh. A), 4-19-2016)

Council Agenda Summary

October 15, 2019

Agenda Item Number 24

Key Staff Contact: Brad Mueller, Community Development Director, 970-350-9786

Title:
Public hearing to consider a resolution adopting the Energy Action Plan, an Element of the Imagine Greeley Comprehensive Plan

Summary:
In 2018, the City of Greeley adopted a new comprehensive plan, *Imagine Greeley*. The plan identifies the need to create and adopt supplemental plans as additional elements of *Imagine Greeley* to provide more detailed planning and direction around specific issues. In 2019, the Planning Division was tasked with facilitating the creation and adoption of the Energy Action Plan as a work program item.

The master plan envisioned is not a facilities planning document, but rather an aspirational document that supports *Imagine Greeley* goals of energy efficiency and sufficiency.

City staff worked with a consultant, the Brendle Group, through Xcel's Energy's "Partners in Energy" grant program. A group of over a dozen community stakeholders was formed as an Energy Action Team, consisting of members of industry, housing, and institutions such as UNC and School District 6. The Energy Action Team developed draft goals and strategies for residences, businesses, institutions, and the City of Greeley. It met for a series of workshops, and the Team's direction provided the framework for the Energy Action Plan.

The Energy Action Team identified three main priorities for the community:

- Create an affordable and reliable energy future.
- Increase residential, commercial, and industrial energy efficiency and alternative energy opportunities.
- Improve economic health and stimulate growth.

The Energy Action Plan proceeds to identify four focus areas: residential, business, educational institutions, and municipality. Each focus area has identified goals and specific strategies to help reach the associated goals. While significantly focused on electrical service, the Plan's goals include other energy services as well.

The Energy Action Plan not only helps the community define efficiency and cost-savings goals, but it promotes strengthened partnerships and improved communication to collaborate and provide Greeley with a reliable energy future. The plan details coordination steps regarding critical infrastructure and infrastructure improvements. It also addresses the economic development requirements of providing service to key sites in the City, such as those for industrial uses and oil and gas operations sites.

A public open house was hosted on September 9, 2019, with 19 attendees, including residents and other community stakeholders. Feedback regarding the plan was favorable, and parties expressed interest in additional renewable energy opportunities. The Planning Commission considered this item on September 24 and is recommending approval.

By adopting the Energy Action Plan and through an associated Memorandum of Understanding, Xcel Energy will continue to provide support through the Partners in Energy grant for eighteen months to assist with implementation of the strategies outlined in the Plan.

The Planning Commission recommended adoption by City Council by a vote of 4-1 at the meeting held on September 24, 2019.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	Xcel's Partners in Energy program provided consultant staff resources.

Legal Issues:

None. Consideration of this matter is a legislative process which includes the following public hearing steps:

1) City staff presentation (if requested)
2) Council questions of staff
3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4) Council discussion
5) Council decision

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

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

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

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution, with City of Greeley Energy Action Plan attached
Draft Planning Commission Minutes, 9/24/2019
Planning Commission Summary (Staff Report), 9/24/19
PowerPoint Presentation

CITY OF GREELEY, COLORADO

RESOLUTION NO. ___, 2019

A RESOLUTION OF THE CITY OF GREELEY COUNCIL
APPROVING THE CITY OF GREELEY ENERGY ACTION PLAN

WHEREAS, *Imagine Greeley: The City of Greeley Comprehensive Plan* is the adopted vision of the City, which includes Goals and Policies supporting energy planning, such as those regarding the use of resources efficiently and sustainably, and demonstrating stewardship of the environment; and,

WHEREAS, energy planning supports four of the overall goals promoted by the Comprehensive Plan, providing proactive, progressive and balanced economic development; responsible stewardship of natural resources and the environment; high-quality infrastructure and services; and public/private cooperation to achieve and maintain exceptional community benefits; and,

WHEREAS, the Comprehensive Plan contemplates and encourages the development of supplemental plans, such as an energy master plan, that function as additional elements of *Imagine Greeley* and provide more detailed planning around specific issues; and,

WHEREAS, an Energy Action Plan will advance the City of Greeley's efforts at energy efficiency and reliability.

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

Section 1. The City of Greeley Energy Action Plan, as set forth in "Exhibit A," which is attached hereto and incorporated by this reference, is hereby adopted.

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

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF ____________________, 2019.

ATTEST:	THE CITY OF GREELEY, COLORADO
______________________________	______________________________
City Clerk	Mayor

City of Greeley Colorado

CITY OF GREELEY
ENERGY ACTION PLAN

An Element of the Imagine Greeley Comprehensive Plan

Xcel Energy
PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

Acknowledgements

Thanks to the following organizations and individuals for participating in developing this Energy Action Plan.

Greeley's Energy Action Planning Team

The planning team was formed from a varied group of City of Greeley staff, local and regional organizations, local businesses, and committed community members.

City Staff Members

- John Barnett, Community Development (retired)
- **Caleb Jackson, Community Development (team lead)**
- Carol Larsen, Greeley Urban Renewal Authority
- Brad Mueller, Community Development
- Rachel Prelog, Community Development
- James Redmond, Communication and Engagement
- J.R. Salas, Greeley Urban Renewal Authority
- Ben Snow, Economic Health & Housing
- Tom Welch, Island Grove

Community Team Members

- Dean Andersen, Andersen Salvage
- Bianca Fisher, Greeley Downtown Development Authority
- Adam Frazier, Richmark
- Michael Harris, Energy Outreach Colorado
- Kent Henson, Greeley-Evans School District 6
- Jean Hinkle, Poudre Valley Rural Electric Association
- Kirk Leichliter, University of Northern Colorado
- Dave Nalley, University of Northern Colorado
- Sarah Macquiddy, Greeley Chamber of Commerce
- Christine McDermott, Atmos Energy
- Michael Millsaps, Aims Community College
- Jack Southards, Aims Community College
- Sarah Willcutts, Andersen Salvage
- Timothy Ullmann, Aims Community College

Xcel Energy Staff

- Michelle Beaudoin
- Dan Clark, Account Manager
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- Jon Smail
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- Dale Hall
- Stacy Suniga
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Planning Commission

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- Erik Briscoe
- Brian Franzen
- Louisa Andersen
- Christian Schulte
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Table of Contents

Executive Summary

This Energy Action Plan outlines tangible steps for the City of Greeley to move the community toward its development and energy efficiency goals. Xcel Energy's Partners in Energy facilitated a series of workshops with the Energy Action Team in the spring and summer of 2019, to develop this plan.

Our Vision

Greeley promotes a healthy and diverse economy and a high quality of life that is responsive to all its residents, businesses, and neighborhoods. Through Xcel Energy Partners in Energy, the community will create an affordable and reliable energy future based on increased residential, commercial, and industrial energy efficiency and alternative energy opportunities to improve economic health and stimulate growth.

Our Goals

The City of Greeley aspires to achieve the following energy goals:

- Encourage 2,700 or more City of Greeley households implement at least one energy efficiency or renewable energy measure annually.
- Encourage 270 or more businesses to participate in an energy efficiency or renewable energy program through Xcel Energy each year.
- Develop outreach channels to students to increase awareness of and engagement in energy efficiency and renewable energy opportunities.
- Complete energy audits in targeted municipal facilities and implement at least one energy efficiency measure in each targeted facility, as recommended by the energy audits.

How Will We Get There?

To move toward its goals, the City of Greeley's Energy Action Team identified strategic initiatives and targets for four important focus areas. These focus areas and strategic initiatives are the working elements of the Energy Action Plan and will generate concrete actions and impacts.

Focus Areas for City of Greeley's Energy Action Plan

Residential	• Conduct outreach at community events and activities. • Develop and conduct residential outreach campaigns to under-resourced families, renters, and homeowners.
Business	• Host an annual Greeley business energy efficiency expo. • Conduct sector-based small business outreach to restaurants, offices, retail, and eco-friendly companies.
Educational Institutions	• Engage students in energy efficiency opportunities. • Complete energy audits and efficiency improvements at targeted facilities.
Municipal	• Complete energy audits and efficiency improvements at targeted facilities. • Align processes to integrate energy efficiency and renewable energy information into new construction and development review processes.

The playbook outlining key actions and timing, as well as what follows the Partners in Energy implementation support period is summarized below.

Playbook for Achieving Energy Action Plan Goals

Ongoing

- Have regular check-ins to stay on course and adjust as needed
- Track implementation of strategies over time
- Continue to identify new outreach channels and target programs
- Recognize successes and high performing community members
- Regularly share outcomes with the Planning Commission, City Council and the public
- Refine strategy approaches to accommodate lessons learned

Immediate Actions
(Q4 2019-Q1-2020)

- Share Energy Action Plan with community
- Launch strategy teams
- Refine calendar of activities and responsibilities for each strategy
- Develop draft outreach materials
- Identify residential outreach events and confirm staffing
- Identify partners for targeted residential campaigns
- Identify venue and begin planning for business expo
- Plan and begin business outreach activities
- Identify student groups that can support engagement strategies
- Complete applications and scheduling of energy audits for educational and municipal facilities
- Begin leveraging monthly utility coordination meetings to improve development process alignment

Mid Term Actions
(Q2 2020-Q2 2021)

- Conduct outreach at community events
- Implement targeted residential campaigns
- Conduct business outreach workshops
- Complete energy audits for targeted education and municipal facilities and identify energy improvement projects
- Incorporate energy efficiency into annual capital improvement budgets
- Refresh/update outreach materials as appropriate

Introduction

This Energy Action Plan outlines tangible steps for the City of Greeley to move the community towards its energy efficiency and cost savings goals while fostering relationships and partnerships with its utility providers. The community's main energy priorities are outlined below:

- Create an affordable and reliable energy future.
- Increase residential, commercial, and industrial energy efficiency and alternative energy opportunities.
- Improve economic health and stimulate growth.

This plan begins with documentation of the Xcel Energy Partners in Energy planning process, an overview of the City of Greeley's demographics, and the community's baseline energy use and profile. Next it introduces the energy vision, supporting energy focus areas, and community goals. The strategies provide more specific direction for the coordination, steps, and timelines necessary to achieve the goals. Finally, the plan concludes with information about ongoing plan monitoring and maintenance.

Xcel Energy Partners in Energy

Xcel Energy is the main electric utility serving the City of Greeley. In the summer of 2014, Xcel Energy launched Partners in Energy to support communities, such as Greeley, in developing and implementing energy action plans that supplement existing sustainability plans, strategies, and tools.

Plan Development Process

The content of this plan was derived from a series of four, 2-hour stakeholder workshops held in the spring of 2019. The stakeholder group, or Energy Action Team, included representatives from the City of Greeley, local businesses, area institutions, and community organizations. See Figure 1 for a summary of the process that the Partners in Energy facilitators guided the group through to develop the Energy Action Plan.

Figure 1. Partners in Energy Process for Success

The Partners in Energy facilitators led the drafting and development of the plan and refined the content in coordination with Energy Action Team participants. The City sought feedback on the plan at a public open house with specific outreach to major stakeholders. Additionally, work sessions with Planning Commission and City Council were held prior to adoption to facilitate an opportunity to garner feedback from community leaders.

Successful implementation of the plan and achievement of the goals will require extensive public involvement and participation. While a draft of the Energy Action Plan was available for public comment, the team will focus on engaging community members in the implementation of the plan.

Implementation Support

Partners in Energy will work with the City of Greeley to support implementation of the Energy Action Plan, especially in the early stages. See Figure 2 for Partners in Energy resources available to support implementation.

Figure 2. Resources from Xcel Energy for Implementation

A Memorandum of Understanding (MOU) between the City of Greeley and Xcel Energy will detail the specific commitments of each entity and the implementation support provided. The Implementation MOU will be valid for a period of up to 18 months following the Energy Action Plan adoption and will likely include time for Partners in Energy facilitators to provide staffing to support project management and strategy deployment, as well as funding for reimbursable expenses associated with strategy implementation.

Relationship to Comprehensive Plan

The *Imagine Greeley* Comprehensive Plan describes the need to create and adopt supplemental plans as additional elements of *Imagine Greeley* to provide more detailed planning and direction around specific issues. Multiple objectives in the *Imagine Greeley* Comprehensive Plan relate to energy, and envisions the community increasing efficiency and conservation efforts. Because of its location, history, and prominence in energy development in Colorado, the time is ripe for Greeley to develop a plan for an energy future that facilitates the growth of its economy and meets the needs of a growing population. A plan for energy efficiency and renewable energy growth fits the vision, core values and goals and objectives set forth in *Imagine Greeley*, the recently adopted update of the Comprehensive Plan.

Imagine Greeley Vision

Greeley values and respects the diversity of its people, cultures, neighborhoods, and resources in a manner that creates and sustains a safe, unique, united, vibrant, and rewarding place in which to live, work, learn, grow, and play. The community promotes a healthy and diverse economy, and a high quality of life that is responsive to all its residents, businesses and neighborhoods.

Imagine Greeley Core Values

Of the twelve core values identified in *Imagine Greeley*, the Energy Action Plan directly supports four: proactive, progressive, and balanced economic development; responsible stewardship of natural resources and the environment; high-quality infrastructure and services; public/private cooperation to achieve and maintain exceptional community benefits.

Imagine Greeley Goals and Objectives

More specifically this Energy Action Plan supports the following goals and objectives outlined *in Imagine Greeley*.

NR-4: Use resources efficiently and sustainably.

- Provide community leadership through example by maximizing energy and water efficiency in all City operations, facilities, programs, and equipment.
- Encourage the efficient use and conservation of energy.
- Promote the incorporation of renewable resources throughout the community. Expand opportunities to capture waste energy to supply local utility needs and drive the local economic development engine.

EH-4 Support and collaborate with the city's school districts.

HO-1.5 Provide new and prospective home buyers with information to support a successful transition from renting to ownership.

NR-3 Demonstrate stewardship of the environment

NR-5 Engage all members of the community in the process of supporting the stewardship of our natural and built environments.

PS-3.3 Explore the feasibility of adopting minimum standards for the condition of rental housing properties.

Energy Action Plan Element

This Energy Action Plan is intended to serve as an element of *Imagine Greeley*. It contains an energy vision statement that aligns and builds upon the *Image Greeley* vision and core values, supports the *Imagine Greeley* goals and objectives, and it prioritizes and details energy efficiency and renewable energy strategies to support implementation.

Energy Provider and City of Greeley Coordination

Through the planning process, the Energy Action Team identified several opportunities for improved coordination and communication between energy providers and the City of Greeley, summarized below.

Utility Coordination

The City of Greeley meets routinely with its utility providers to coordinate on utility infrastructure and operational issues. In the past, these meetings occurred monthly; however, through this planning process it was discovered that these utility coordination meetings were not happening monthly as intended. The City of Greeley has recently created a new Utility Coordinator position who will be responsible for organizing and facilitating these monthly utility coordination meetings. Xcel Energy, Poudre Valley REA, at Atmos Energy will participate in these meetings to continue to improve alignment and communication on utility system operations and infrastructure. These meetings provide an opportunity to discuss topics such as decision-making criteria for the use of City undergrounding funds, site coordination, and regional service and capacity planning. This effort will help address investments in transmission and distribution infrastructure that are essential to providing the community with a reliable energy future. This coordination is also important to discuss service potential to major users such as oil and gas operations.

Key Site Coordination

In addition to illuminating process improvements for utility coordination meetings, the Partners in Energy process also highlighted the opportunity to have more direct communication and coordination on key economic development sites in the community. It was suggested that the City of Greeley and Xcel Energy operations staff work together on a quarterly (or similar basis) to review key opportunity sites and align expectations and/or pursue site certifications where data is compiled to help market development sites.

Account Management

Xcel Energy's account manager and area service manager will remain the ongoing and primary points of contact for the City of Greeley for any operational and/or infrastructure planning or coordination needs. They are committed to supporting ongoing efforts to enhance and build relationships between the City of Greeley and Xcel Energy (e.g., operations, account managers, etc.), and improving alignment and communication with specific customers and/or targeted geographic locations within the community that may have unique energy needs.

Who Are We? – Community Background

Greeley was founded in 1869, when the original settlers envisioned a utopian community on the high plains of northern Colorado. The community was founded on the principles of temperance, religion, education, agriculture, irrigation, cooperation, and family values. In the 150 years since incorporating, the community has grown into the 12th largest city in Colorado with a population of 108,000 people and is projected to continue growing in area and population.

Geography, Population, and Demographics

Greeley was located near the confluence of the Cache la Poudre and South Platte Rivers to take advantage of water for irrigated agriculture. Located approximately 50 miles north of Denver, Greeley is close to other large cities in northern Colorado, such as Fort Collins and Loveland. US Highway 34 links the city with I-25, and US Highway 85 provides access to destinations north and south of the community.

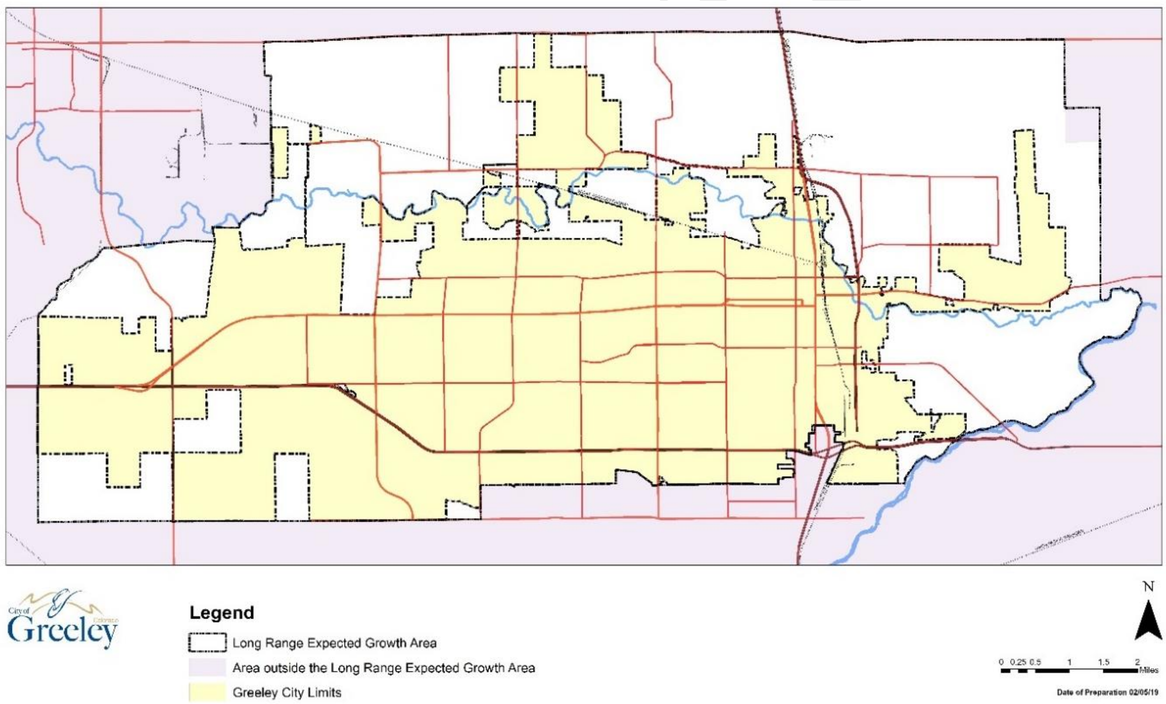


Figure 3. Greeley Planning Area

Figure 3 shows the planning area for this Partners in Energy Plan. It includes the City of Greeley and Greeley's adopted Long Range Expected Growth Area.

Greeley's population is expected to continue to grow at a rate of approximately 1.8 percent per year through 2040, which could coincide with an increase in energy consumption over the same time. In 2040, the population in the Long Range Expected Growth Area is projected to be 156,000 people. According to the US Census Bureau, Greeley's 2018 population identifies as 62 percent white, 17 percent Hispanic or Latino, 12 percent black/African American, and 5 percent Asian, while 2 percent identify as two or more races. Since Greeley has a diverse community, communication around energy consumption and strategy will need to be facilitated through several different channels. In addition, accommodation should be made for about 1 in 4 residents who speak a language other than English, the majority of which are Spanish-speaking.

Compared to the rest of Northern Colorado, the City of Greeley has a relatively young age profile, with a median age of 30.7. Of the total population, 74 percent is over 18 years of age while only 12 percent is over 65.

The median household income in Greeley for 2018 was $50,483, lower than state average of $62,520. According to the 2012-2017 American Community Survey 5-year Estimates (ACS), 15 percent of the population live below the poverty level. However, Greeley is about 15 percent more affordable than the State of Colorado overall, likely owing to relatively lower housing costs.

Housing

As of 2019, Greeley had an estimated total of 39,897 housing units (City of Greeley data). Single family homes account for 64 percent of all units, and most of the housing (65 percent) was built between 1970 and 2009. The decades 1970-1979 and 2000-2009 saw the largest growth in the housing stock (see Figure 4), showing that Greeley has a mix of older housing that are likely due for efficiency and appliance upgrades as well as newer units that are likely more efficient, but still may have opportunities for upgrades. Greeley also has a mix of owner occupied (58 percent) and renter occupied units (42 percent).

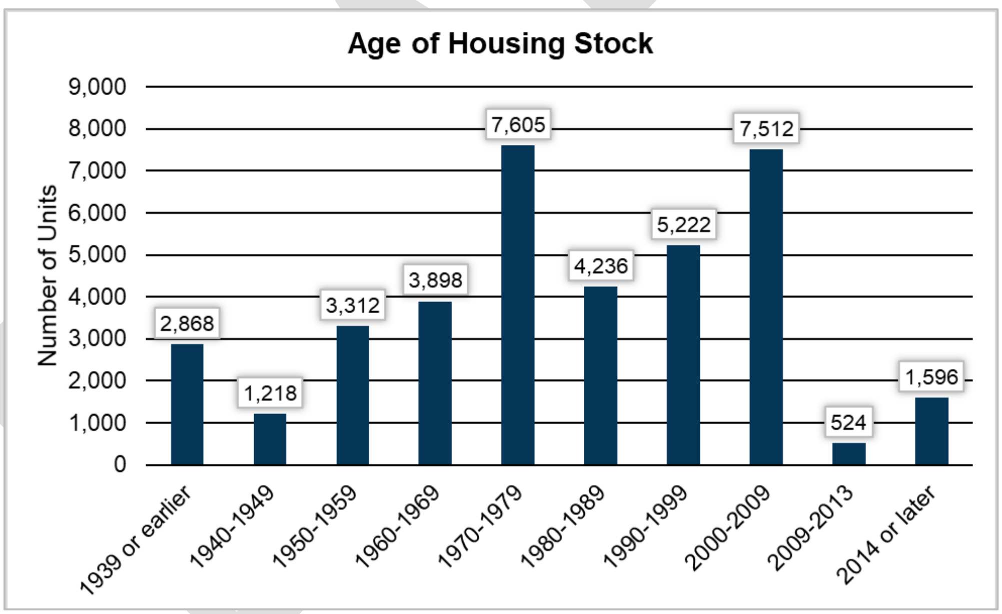


Figure 4. Age of Housing Stock

During the recession, the rate of new residential construction was below the long-term average rate of construction, leading to a shortfall of total residential units. Over the last decade, the housing stock percentage of multi-family housing has increased while the percentage of single-family housing has decreased, helping to make up for this shortfall (Figure 5). As the population grows and home sale prices rise, the City of Greeley expects new multi-family construction will continue to increase as percentage of the total housing stock.

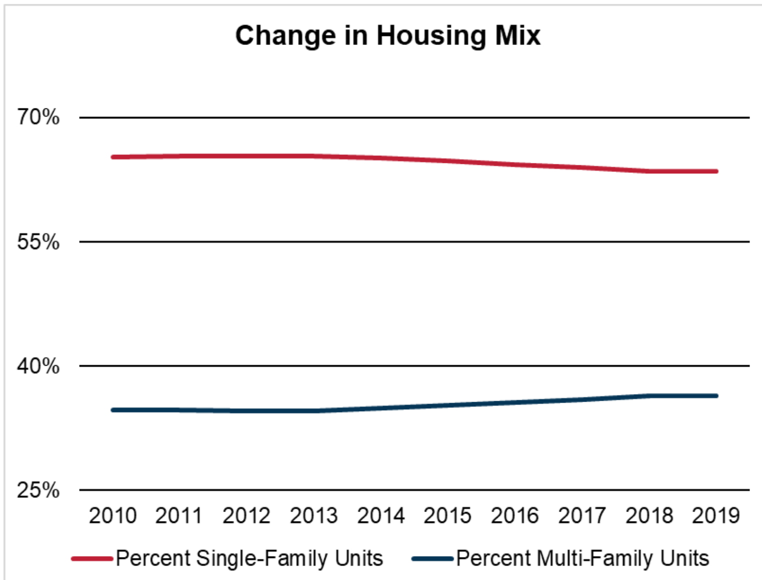


Figure 5. Percent Change in Housing Mix

Business and Economy

Greeley has developed into a cultural and academic hub, hosting educational institutions such as the University of Northern Colorado and Aims Community College. According to the US Census Bureau, in 2018, 44,555 people were employed in Greeley. The top five industries are: education and healthcare (21 percent); retail trade (12 percent); arts, entertainment and recreation (11 percent); manufacturing (10 percent); and professional services (9 percent). Overall the City of Greeley has over 7,400 registered businesses. These large industry groups are good channels for energy efficiency information due to the number of employees and facilities in the community.

The unemployment rate is low, at 3.0 percent (Bureau of Labor and Statistics). Focusing on energy efficiency and renewable energy training and improvements can continue to enhance economic vitality, since supporting workforce development and create meaningful employment opportunities that benefit the community.

Greeley also boasts a relatively affordable cost of living and high quality of life, a combination not found in many other communities along the Front Range.

Where Are We Now?

The Case for an Energy Action Plan

Through plans, programs, and policies, the City of Greeley encourages the responsible stewardship of natural resources and the environment. Greeley's water conservation efforts have been particularly successful in ensuring that the community has ample water resources for generations to come. Similarly, the City also encourages the efficient use and conservation of energy and promotes the incorporation of renewable resources throughout the community.

An Energy Action Plan can help support these existing plans, such as *Imagine Greeley*, and move the City's energy efficiency goals forward as the community grows. By assisting supporting families and businesses with energy efficiency measures, programs, and education, the entire community can benefit from energy and cost savings, improved air quality, and increased community resiliency.

Baseline Energy Analysis

An introductory step in the Partners in Energy planning process (see Figure 1) is to develop a community energy profile. The Partners in Energy team analyzed historical electricity data in Greeley by sector (residential, commercial and industrial, municipal). Three years of data (2016-2018) were used for the analysis, and 2018 serves as the baseline year for this plan. Only Xcel Energy electricity data are presented in the following baseline analysis.

Poudre Valley Rural Electric Association (PVREA) provides electrical service to the western most portion of Greeley. As of 2017, PVREA customers made up about 6% of the total residential electricity use and 4% of the total commercial electricity use in the City. While this is a small portion of the total electricity use, the number of residential electricity customers in PVREA grew by almost 60% between 2015 and 2017. Since this area of Greeley is rapidly growing, it represents a good opportunity to build in energy efficiency from the beginning. PVREA data was unavailable for 2018.

Atmos Energy is the natural gas provider for the City of Greeley for both residential and commercial premises. Atmos Energy did not provide data to inform the baseline analysis, but are supporting strategy implementation.

Community Energy Use and Trending

In 2018, Greeley had 41,432 residential, commercial and industrial, and municipal premises (Figure 6). A premise is a unique identifier for the location of electricity or natural gas service. In most cases, it is a meter location. This total includes premises served by electricity, natural gas, or both. Residential premises make up 87 percent of the overall community, but they account for 36 percent of the total electricity consumption in the community in 2018 (Figure 7).

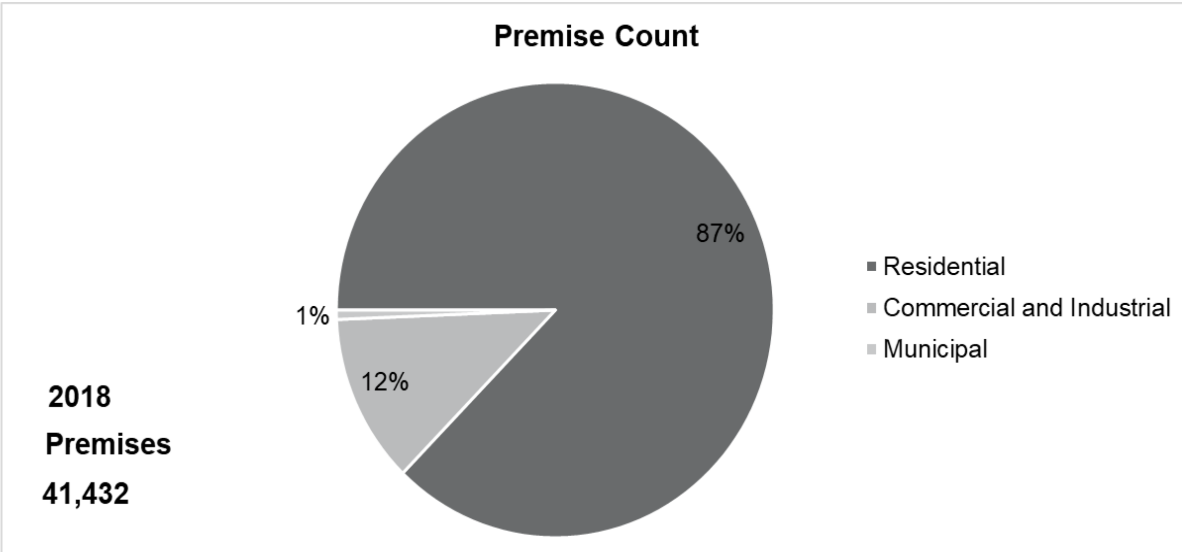


Figure 6. 2018 Premise Count

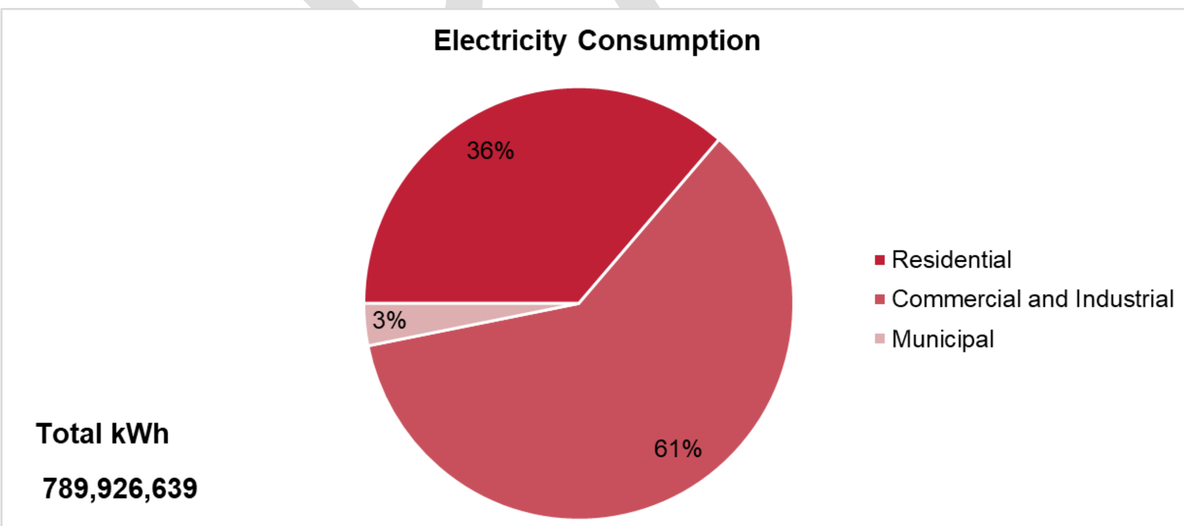


Figure 7. 2018 Electricity Consumption by Sector

While the number of commercial and industrial and municipal premises is small compared to the residential sector, together these sectors account for 64 percent of the total electricity consumption in the community (Figure 7) and 58 percent of the overall electricity costs (Figure 8).

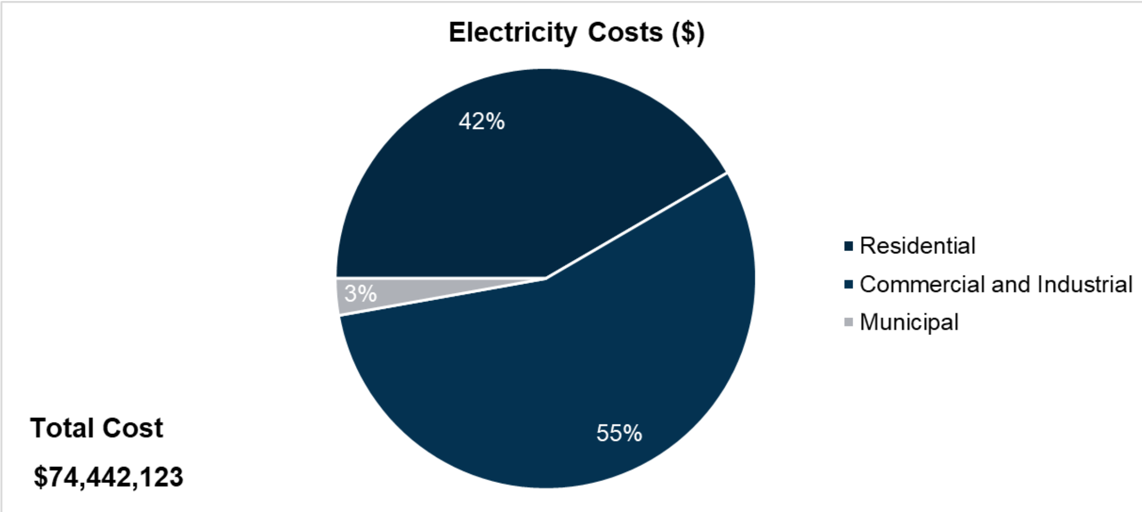


Figure 8. 2018 Electricity Costs by Sector

Figure 9 shows the cost per premise in 2018 for electricity. Although municipal facilities make up a small portion of the total energy costs, they have the highest annual cost per premise, presenting opportunities for savings in this sector.

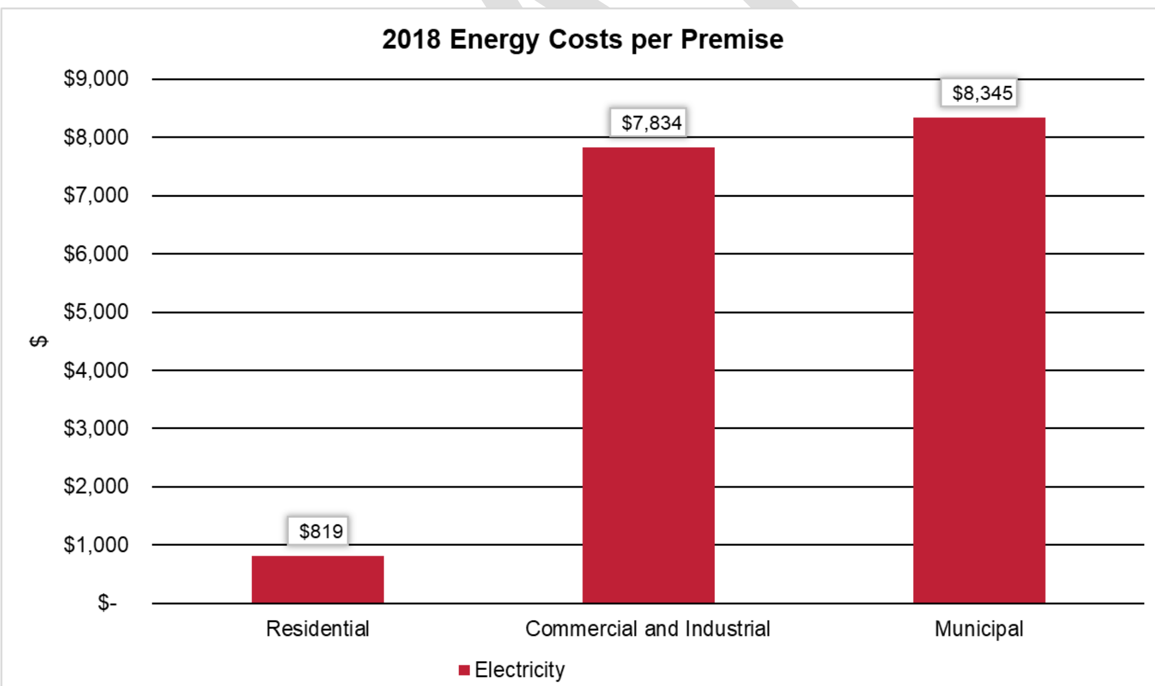


Figure 9. 2018 Electricity Costs per Premise

In total, approximately 790 million kilowatt hours (kWh) of electricity were consumed by residents and businesses in the City of Greeley in 2018. The commercial and industrial sector consumed most of the electricity in the community, accounting for nearly 478 million kWh (61 percent), while the residential sector consumed 287 million kWh (36 percent), and the municipal sector (encompassing all City of Greeley municipal premises) consumed 25 million kWh (3 percent) (Figure 10). Electricity use in Greeley in each of the three sectors has increased slightly over the last three years from 2016 to 2018 (Figure 10).

The municipal sector saw an increase in electricity consumption of about 12 percent across the 274 premises that are included in this analysis from 2016-2018 (Figure 10). During the same time frame, a 3 percent increase in residential sector electricity consumption was compounded by a 1 percent increase in the commercial and industrial sector (Figure 10). Overall, electricity consumption increased 2 percent across the community between 2016 and 2018 while the while the number of premises in Greeley went up by 1.3 percent. This means that the average energy use per premise has increased.

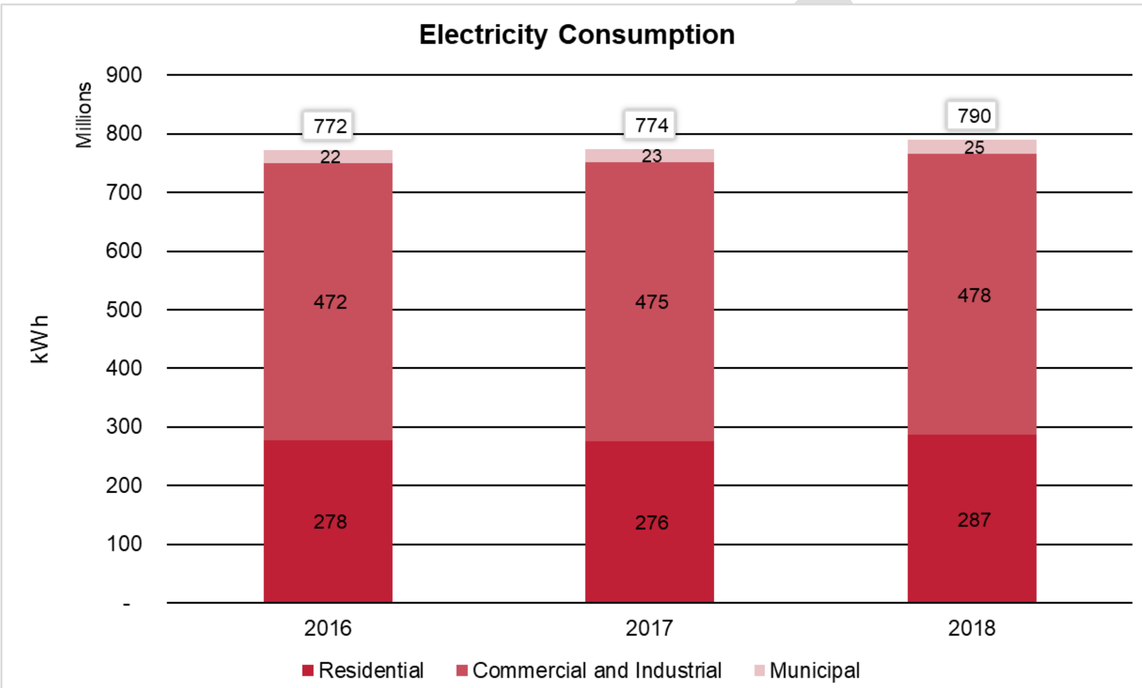


Figure 10. Three Year Trend in Electricity Consumption by Sector

Efficiency Program Participation

Part of the community energy profile includes Xcel Energy's historic demand-side-management (DSM) and renewable energy program participation and associated energy savings for the residents and businesses of Greeley. These data provide a snapshot of what types of programs customers are using and to what extent. The data also show opportunities for greater participation in the available programs and the need for increased education and awareness.

In 2018, about 5 percent of eligible residents participated in Xcel Energy DSM and renewable energy programs, saving over 429 thousand kWh. This equates to an average annual electricity cost savings of $21 per participant, in addition to rebates and other financial incentives associated with program participation. Figure 11 shows the average residential program participation rate from 2016 through 2018.

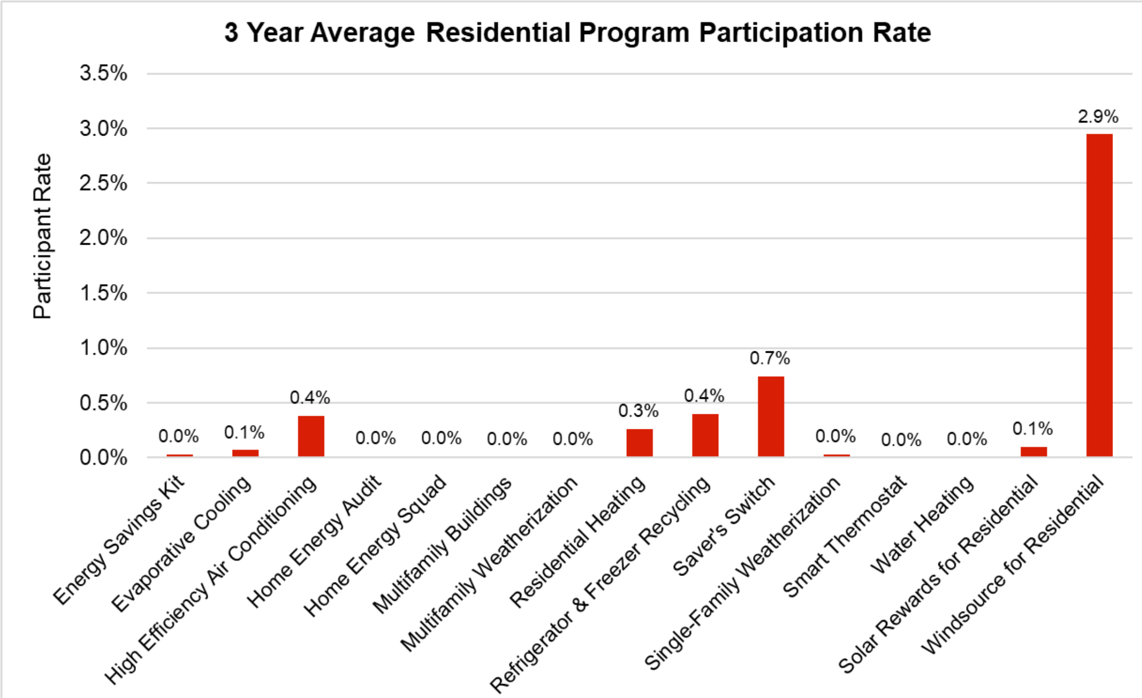


Figure 11. Three Year Average Residential Program Participation

In 2018, about 4 percent of businesses (including City facilities) participated in Xcel Energy programs, saving over 9 million kWh. This equates to an average annual energy cost savings of over $4,000 per participant, in addition to rebates and other financial incentives associated with program participation. Figure 12 shows the average business program participation rate from 2016 through 2018.

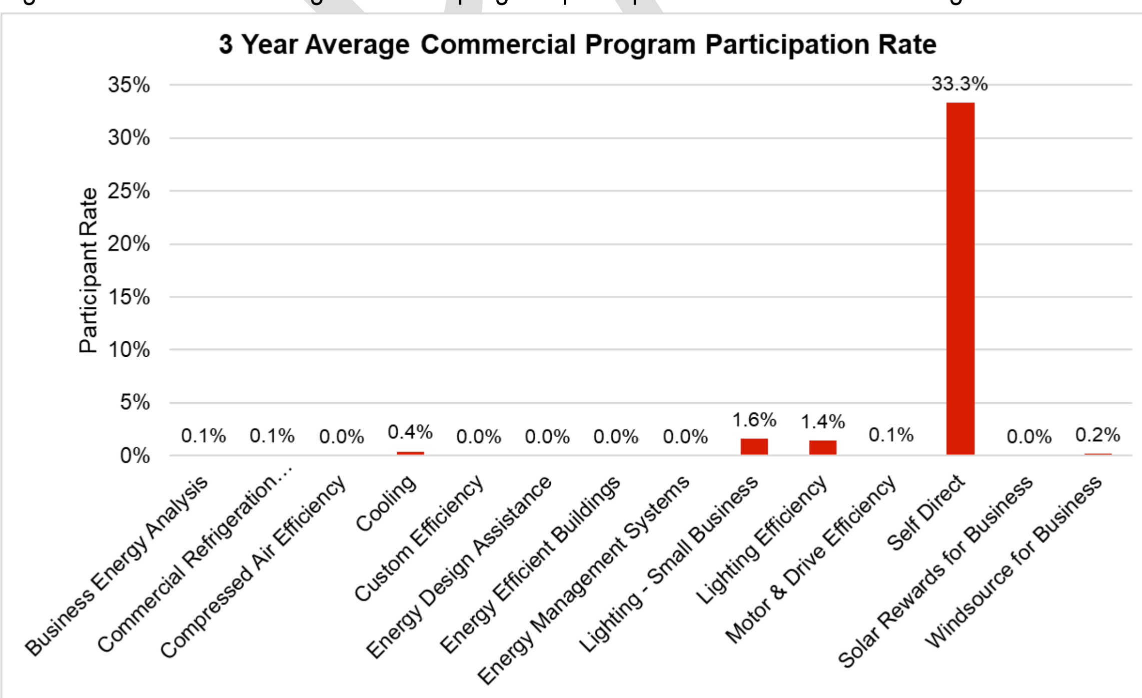


Figure 12. Three Year Average Commercial Program Participation

Existing Energy Practices

Table 1. Community Energy Initiatives

City of Greeley
• Solar arrays have been installed at four City facilities including Bellevue Water Treatment Plant, Boyd Lake Water Treatment Plant, the Greeley Water Pollution Control Facility, and the Family FunPlex. • LED Lighting has been installed in City buildings and outdoor streetlights. • New construction incorporates energy conservation practices. The City currently uses the 2009 International Energy Conservation Code and aims to adopt the 2018 update.

University of Northern Colorado
• 10kW solar PV system is installed on McKee Hall. • Parsons Hall (Facilities Building) is getting a new 170Kw solar array that will be installed summer 2019. • During the summer of 2019 lighting in residents' halls common areas and exterior fixtures are being converted to LEDs. • T-8 florescent fixtures have been converted to LED fixtures in 17 buildings. • Controls upgrades and scheduling upgrades have been implemented for HVAC equipment. • HID lighting in Butler Hancock gym has been upgrading to LED with new lighting controls and motion detectors. • Parking lot lights have been upgraded to LED in most lots. • Large destratification fans have been added to Butler Hancock gym and Rec Center gyms and workout areas to reduce energy consumption of the HVAC systems. • Induction lighting was installed on Central Campus walkways. • Variable frequency drives are used to control most pump and fan motors on campus. • New construction is designed to achieve LEED gold rating.

Local Outreach and Communication Channels

Engaging the community is critical to reaching the Energy Action Plan goals. Below are some of the ways that residents and businesses currently receive information. These communication channels will be helpful during implementation efforts.

Xcel Energy, the City of Greeley, and local educational institutions will work together where appropriate to coordinate on relevant events that are hosted by each organization to support the goals of the Energy Action Plan.

Table 2. Local Outreach

Local Outreach Channels

Digital Communications

- City of Greeley Facebook
- @greeleygov Twitter
- @cityofgreeley Instagram
- Targeted emails from Xcel Energy
- Nextdoor
- Press Releases
- City of Greeley Events Calendar webpage
- City of Greeley News Updates webpage
- City of Greeley eNewsletter
- Greeley Area Chamber of Commerce newsletter
- City of Greeley Utility Bills (City Connect)

Events

- Friday Fest
- Greeley Stampede
- Greeley Blues Jam
- Weld County Fair
- Colorado Farm Show
- Greeley Farmers Market
- Greeley Business Energy Expo
- Potato Day
- Greeley Lights the Night Parade
- Greeley Arts Picnic
- Weld Project Connect
- UNC Move-in Day

Community Spaces for Collateral Distribution

- Union Colony Civic Center
- Island Grove Park facilities
- Libraries
- Greeley Family FunPlex
- City of Greeley Park Shelters
- Retirement Communities
- University of Northern Colorado facilities
- Greeley Recreation Center

Where Do We Want to Go?

Our Energy Vision

During the first planning workshop, team members worked together to craft an energy vision statement that expresses the Greeley's energy intentions and values:

> ***Greeley promotes a healthy and diverse economy and a high quality of life that is responsive to all its residents, businesses, and neighborhoods. Through Xcel Energy Partners in Energy, the community will create an affordable and reliable energy future based on increased residential, commercial, and industrial energy efficiency and alternative energy opportunities to improve economic health and stimulate growth.***

Focus Areas and Goals

Greeley will work to achieve its energy vision by establishing ambitious but achievable goals and implementing strategies across the four focus areas: residential, business, educational, and municipal.

Focus Area 1: Residential

The residential sector in Greeley accounts for 87 percent of Xcel Energy premises, and 36 percent of electricity consumption, as discussed in the Baseline Energy Analysis section of this document. This customer group represents a significant opportunity to reduce energy consumption and save money in Greeley by impacting how residents view and consume energy. The aging housing stock in Greeley also represents a significant opportunity, as many homes are likely able to realize savings through efficiency upgrades.

Historical Program Participation

Figure 13 shows participation in each of Xcel Energy's residential efficiency and renewable programs over the last three years. In 2018, there were 1,827 participants, representing 5 percent of the residential premises in Greeley. The planning team used this information to inform the residential focus area goals, primarily focusing on increasing participation rates and overall community energy savings.

Note that programs like Home Energy Squad® present tremendous opportunities for Greeley residents to foray into energy efficiency improvements. For just $50, the Home Energy Squad will visit homes and make it more efficient for residents. Program offering include swapping out traditional bulbs for LEDs, installing a programmable thermostat, weather-stripping a drafty door, and installing energy-efficient showerheads and faucet aerators. Installation, labor, and materials are valued at $200. Spanish-speaking technicians are available.

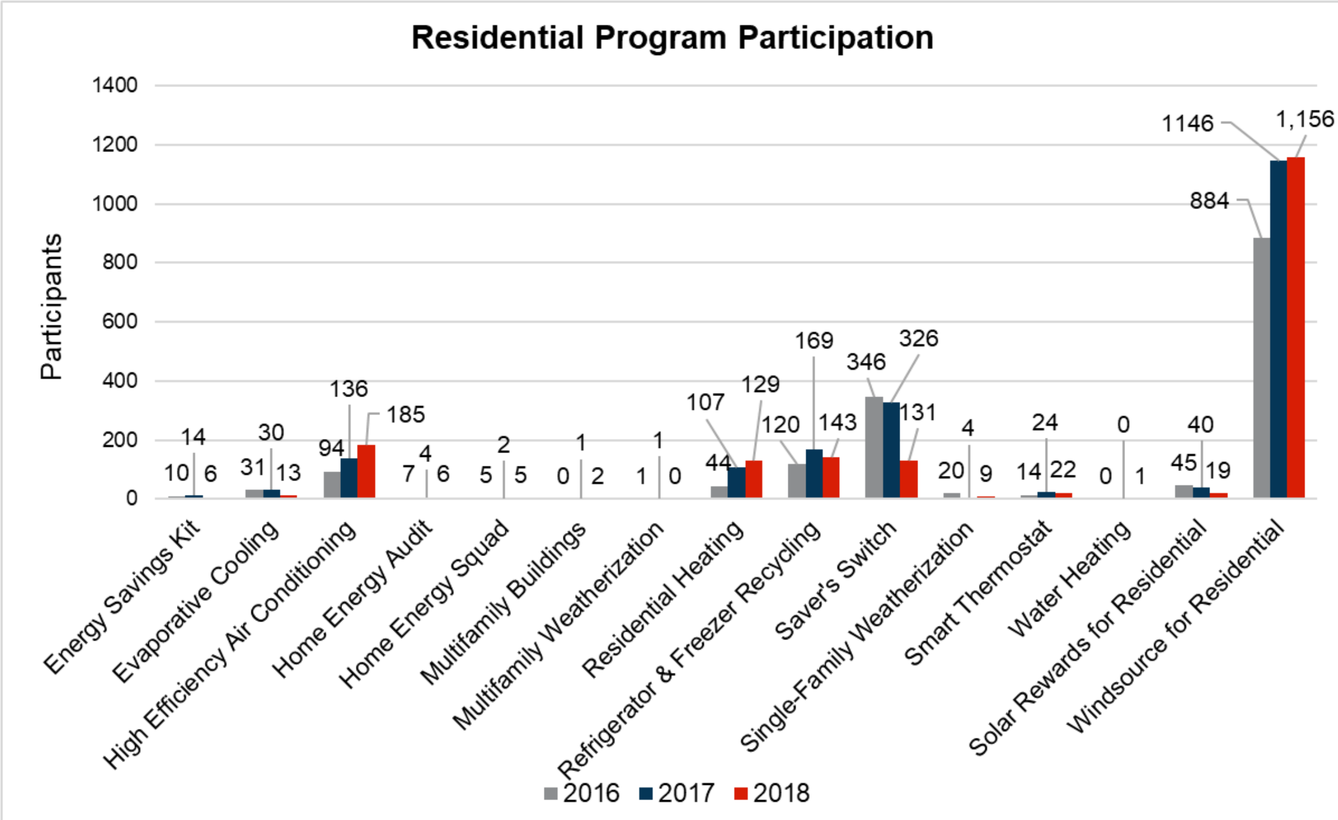


Figure 13. Three Year Residential Program Participation

Goal

Greeley's residential goal is for 2,700 households to implement one energy efficiency or renewable energy measure annually. This equates to approximately 7.5 percent of residential premises or Greeley households participating in a residential DSM or renewable energy program through Xcel Energy. Achieving this goal would increase the residential 3-year average program participation (1,817 from 2016 to 2018) by 50 percent.

Impact

Achieving these goals would result in approximately 598,000 kWh in electricity savings annually. This translates to approximately $81,000 in energy cost savings and 430 metric tons of carbon dioxide equivalent (MTCO2e) in greenhouse gas emissions reductions in the first year.

Focus Area 2: Business

As identified in the Baseline Energy Analysis section of this document, business facilities in Xcel Energy's service territory represent only 13 percent of total Xcel Energy premises, but 64 percent of total electricity consumption in Greeley. There are about 5,000 Xcel Energy business premises in Greeley and relatively low participation in energy efficiency and renewable energy programs, representing a sizeable opportunity to achieve energy and cost savings. While this focus area presents challenges since businesses are busy and it can be difficult to connect with decision makers on energy matters, a simple and impactful targeted approach will allow this sector to benefit from and contribute to overall community energy efforts. This focus area includes strategies targeting large businesses and small and medium businesses. Outreach messaging will focus on cost savings through energy efficiency improvements as well as the co-benefits of efficiency upgrades such as improved comfort and reliability.

Historical Program Participation

Over the past 3 years an average of 202 commercial and industrial facilities in Greeley participated in Xcel Energy programs, representing about 4 percent of all businesses. This resulted in a 2 percent reduction in electricity use across the business community. Most participation is in the Small Business Lighting and Lighting Efficiency programs (Figure 14), and the relatively low levels of participation compared to the number of business present continued opportunities for further engagement. The 3-year average participation rates were used to inform the commercial and industrial focus area goals.

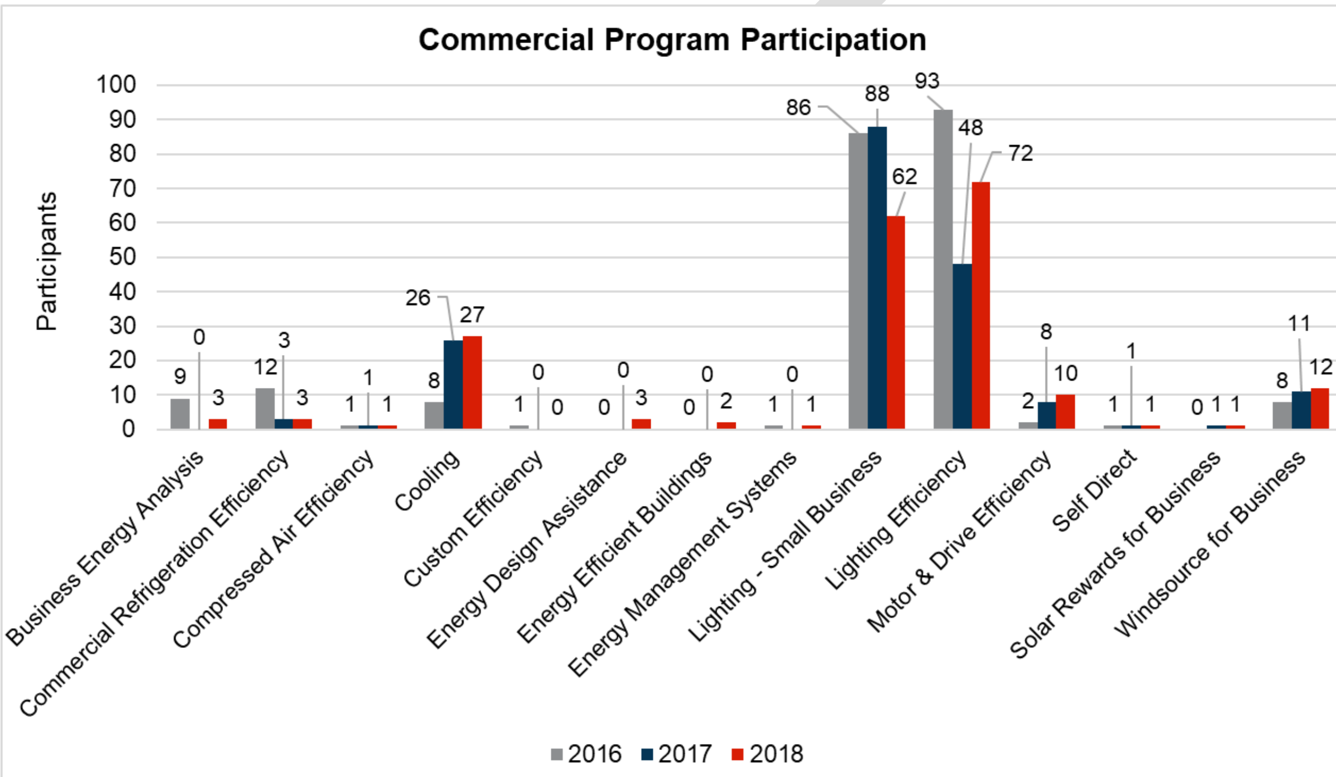


Figure 14. Three Year Commercial Program Participation

Goal

The City's goal for business energy efficiency is to encourage 270 businesses to participate in an energy efficiency or renewable energy program through Xcel Energy each year. This is a 35% increase over the 3-year average participation rate of about 200 businesses.

Impact

Achieving these goals would result in approximately 8.4 million kWh in electricity savings each year. This translates to approximately $700,000 in energy cost savings and 4,200 metric tons of carbon dioxide equivalent (MTCO2e) in greenhouse gas emissions reductions annually.

Focus Area 3: Educational Institutions

The energy use and energy savings from the facilities at Greeley's educational institutions is captured in commercial data, but these institutions play an integral role in developing a culture of conscientious use of resources in the community. This focus area included K-12 education as well as higher education institutions.

Goals

Develop outreach channels to students to 1) encourage energy efficiency behaviors, 2) increase understanding of electricity generation sources in Greeley, 3) establish internships to promote workforce development for energy efficiency and renewable energy fields, and 4) encourage student engagement with their community.

Impact

Quantifiable impact on energy use, cost savings, and greenhouse gas emissions will be captured in the data for residential and commercial efforts but working to develop a culture of resource conservation is invaluable in the long-term success of energy efficiency and renewable energy efforts.

Focus Area 4: Municipal

The City of Greeley already conserves energy by upgrading lighting to LED wherever feasible and incorporating energy efficiency into the design of new facilities. Although municipal facilities represent about 3 percent of energy use in Greeley (Figure 7), there is an opportunity to lead by example within City facilities to showcase a commitment to energy conservation and innovative technologies. Further, energy savings in these facilities has an impact on all Greeley community members by saving and making efficient use of taxpayer dollars.

Historical Program Participation

Community facilities program participation is included in commercial participation, which is shown in Figure 12. There are 274 total premises in the municipal category, including major and minor City of Greeley facilities such as the City Center, Island Grove, Greeley Urban Renewal Authority, water distribution, police, fire department, parks, and recreation.

Informing staff about energy use in buildings, providing small reminder cues like light switch stickers, and sharing potential energy savings with facility employees can help encourage participation in programs and foster a culture of energy conservation for those who may have busy schedules or who feel their actions will not have any impact.

Municipal Goals

The City's goal for municipal energy efficiency is to complete energy audits in targeted municipal facilities, and implement one energy measure in each targeted facility, as recommended by the energy audits.

Impact

Hitting these goals would reduce Greeley's electricity consumption by 21,000 kWh in the first year, translating to approximately $1,500 energy cost savings and 12 MTCO2e in greenhouse gas emissions reductions.

How Are We Going to Get There?

Strategies are specific actions Greeley will take to achieve its vision and goals. The Energy Action Team explored strategy concepts during its second and third workshops. To develop strategies, the team started by identifying one or two desired energy behaviors to encourage. Then they explored the benefits and reasons to participate in this behavior, as well as the top reasons and challenges preventing the behavior. Next, they brainstormed ways to address the identified challenges, examined what other opportunities and resources could be leveraged to communicate with target participants, and discussed other timing and resource considerations. With the ideas from the team discussions, the Partners in Energy facilitators drafted preliminary strategies for detailed review and refinement at the fourth workshop. Following the last workshop, the Partners in Energy facilitators worked with the Energy Action Team members individually to refine the strategies to address their comments and concerns.

Note that the strategies in this Energy Action Plan will include implementation support from the Partners in Energy facilitation team for a period of 18 months following the Energy Action Plan adoption. A Memorandum of Understanding (MOU) between the City of Greeley and Xcel Energy will detail the specific commitments of each entity and the implementation support provided.

Residential Strategies

For the residential sector, the desired behaviors identified included making smart energy choices and improvements at home (i.e., turning off the lights when not in use, upgrading to LED lights, and investing in high efficiency equipment when making upgrades). Benefits of engaging in these behaviors include lower energy costs, increased home comfort, and often longer lasting equipment. Reasons why residents may not engage in energy efficient behaviors or improvements include lack of time, lack of information or expertise, lack of financial resources to invest in home improvements, and for some rental or multi-family households, lack of control of their equipment.

To address these challenges, the Energy Action Team identified the importance of making things simple to participate and providing no and low-cost resources and technical expertise. Xcel Energy resources to leverage to address these challenges include the Home Energy Squad program, an assortment of residential equipment rebates, and free giveaways like conservation kits and LED bulbs. Other resources and opportunities to leverage include engaging school-aged students and aligning energy efficiency with other utility programs and conservation efforts (e.g., the Mayor's Water Challenge).

The residential strategies developed to leverage these resources and maximize community participation and benefits include (1) general outreach at community events/activities and (2) targeted residential outreach campaigns. The details for these strategies are outlined on the following pages.

Strategy 1: Community Events & Activities

Description

This strategy is designed to leverage existing community events and/or school activities to provide information about energy efficiency and renewable energy resources that are available to community members. The Energy Action Team will share information, provide collateral and giveaways, answer questions, and encourage participants to learn more about energy opportunities.

Targets

- Conduct outreach at up to four community events or activities annually
- Connect with at least 50 residents and engage 20 percent (10) in Xcel Energy programs with each event

Scope

The strategy begins with identifying community events or activities that are good candidates for energy outreach. Next, the team will recruit and confirm staffing for each event and develop materials to support event delivery. During events, the team will need to track metrics and interact with community members. Following events, the team will report metrics and share feedback to improve future events.

Responsible Parties

Leadership Roles:

- City of Greeley
  - Lead event/activity selection.
  - Identify City of Greeley staff to support each event.
  - Support material development and finalization.
  - Support event/activity planning and delivery.
- Partners in Energy
  - Support event/activity planning and delivery.
  - Lead material development and finalization.
  - Lead event volunteer training.
- Xcel Energy
  - Support material development and finalization.
  - Support event planning and delivery.

Potential Supporting Partners:

- Weld County Extension, University of Northern Colorado, Greeley School District, Aims Community College, Atmos Energy, Poudre Valley REA
  - Identify events that might be suitable to support outreach
  - Support event/activity planning and delivery
- Home Energy Squad®
  - Attend select events to share information about the offering and sign residents up for visits

Timeline

- Q4 2019 – Q2 2020
  - Identify potential events/activities for 2020
  - Confirm staffing and begin material development

Strategy 1: Community Events & Activities

- Q3-Q4 2020
  - Deliver event(s)
  - Identify events/activities for Q1-Q2 2021
- Q1-Q2 2021
  - Deliver event(s)
  - Discuss approach/need for ongoing event/activity delivery after Partners in Energy implementation support is complete

Resources

- Event/activity materials (e.g., flyers, tabling supplies, speaking points, giveaway prizes, etc.)
- Students and/or interns might be a potential option for event/activity staffing

Outreach Channels

- See Table 2. Local Outreach

Measurement

- Number of contacts made
- Number of materials distributed
- Enrollment for programs at/following events/activities

Strategy 2: Targeted Residential Campaigns

Description

This strategy involves developing three tailored outreach campaigns to reach different sectors of Greeley's residential community, including (1) cost-burdened homes including Spanish-speaking households, (2) students and rental households, and (3) households looking to fix up their homes and/or "green" their energy choices through renewable energy options.

The outreach campaigns will highlight how the sector can engage in different energy programs and benefit from various energy efficiency and renewable energy activities. To the extent possible, the campaigns will be aligned with other utility rebates and the Mayor's Water Challenge messaging and activities to maximize opportunities for residential conservation and renewable energy participation.

Targets

- Reach at least 2,500 cost burdened households and engage 125 (5 percent) in Xcel Energy programs. Targeted programs for this residential sector might include Home Energy Squad®, Energy Saving kits, and weatherization. Outreach materials will be provided in English and Spanish to include Spanish-speaking households.
- Reach at least 7,500 rental and/or student households and engage 375 (5 percent) in Xcel energy programs. Targeted programs for this residential sector might include Home Energy Squad®, Saver's Switch, and multi-family building efficiency improvements.
- Reach all of Greeley's 35,000 households and engage 2,160 (~6 percent) in Xcel Energy programs. Targeted programs for this residential sector might include Home Energy Squad® Plus, refrigerator and freezer recycling, high efficiency heating and cooling, and AC Rewards Windsource® and Solar Rewards.

Strategy 2: Targeted Residential Campaigns

Scope

Each outreach campaign would include customized community collateral that tailors messaging to the unique energy challenges of the sector, identifies the Xcel Energy programs that are most applicable/relevant to the sector, and highlights the benefits of taking action. Collateral to be developed includes flyers, website text, newsletter content, and social media content.

The Energy Action Team members will work with local organizations and trusted messengers to help disseminate materials and help spread the messages of the different outreach campaigns.

Responsible Parties

Leadership Roles:

- City of Greeley
    - Lead outreach campaign delivery through municipal communications channels (website, newsletters, social media, etc.)
    - Help support collateral development and finalization
- Partners in Energy
    - Lead collateral development and finalization
    - Support outreach campaign planning and delivery
- Xcel Energy, Atmos Energy and Poudre Valley REA
    - Support collateral development and finalization
    - Support outreach campaign planning and delivery

Potential Supporting Partners (support content development and help conduct outreach campaign through existing communication channels and activities):

- Student & Rental Outreach
    - Higher Education Institutions (e.g., Aims, UNC)
    - Greeley-Evans School District 6
    - Weld County Extension
- Cost-Burdened & Spanish Outreach
    - East Memorial community planning efforts
    - Energy Outreach Colorado
    - Catholic Charities – Weld County
    - Weld County Extension
    - Major employers (e.g., Swift, Leprino, etc.)
- Home Improvement & Green Energy Outreach
    - City of Greeley Code Compliance and Building Department
    - Contractors
    - Homeowners Associations
    - Greeley-Evans School District 6
    - Weld County Extension
    - Mayor's Water Challenge
    - Other local green or sustainability groups (e.g., Sierra Club, Northern Colorado Renewable Energy Society)

Strategy 2: Targeted Residential Campaigns

Timeline

- Q4 2019:
  - Identify and confirm partners for outreach campaigns
  - Finalize schedule for delivery of each targeted campaign
  - Begin material and campaign development
- Q1-Q2 2020:
  - Finalize materials and campaign details for campaign #1
  - Begin campaign #1
  - Plan campaign #2 and begin material development
- Q3-Q4 2020
  - Finalize materials and campaign details for campaign #2
  - Begin campaign #2
  - Plan campaign #3 and begin material development
- Q1-Q2 2021
  - Finalize materials and campaign details for campaign #3
  - Begin campaign #3
  - Discuss approach/need for ongoing campaign development and delivery after Partners in Energy implementation support is complete

Resources

- Event/activity materials (e.g., flyers, giveaway prizes, etc.)
- Students and/or interns might be a potential option for outreach support

Outreach Channels

- See Table 2. Local Outreach

Measurement

- Number of contacts made for each targeted sector
- Number of Conservation Kits distributed
- Program participation in targeted programs

Business Strategies

For the business sector, the desired behaviors identified included ensuring all equipment upgrades are energy efficient and companies invest in energy efficiency upgrades that make good business sense. Benefits of engaging in these behaviors include lower energy costs as well as increased reliability and productivity. Energy Action Team members identified a few reasons businesses may not make energy efficiency a focus of their business plan, which include lack of time to understand the benefits of efficiency upgrades and difficulty navigating the rebate process.

The main strategy to overcoming barriers to participation is to better connect the business community to the support staff available at their utility providers, which at Xcel Energy includes the account manager for larger accounts and the business solutions center representatives for smaller businesses. The City will also coordinate events to allow businesses to learn about the benefits of energy efficiency upgrades from each other. During these events, businesses can share energy efficiency upgrades they have done and highlight not only the cost benefits of these projects, but also any co-benefits from the project such as improved customer experience, reduced maintenance costs, or increased productivity.

Strategy 3: Annual Greeley Business Expo

Description

This strategy involves hosting a local event to highlight energy efficiency efforts of Greeley businesses and allow them to learn from each other. The event would be held at a local business that has a commitment to energy efficiency and could include a building tour to spotlight the hosts efficiency projects. There would also be one highlighted organization for that year that would give a short presentation about their project, lessons learned, co-benefits from project (e.g., increased production), and any next steps. Other organizations would be invited to have posters of their projects with some basic information: short project description, energy savings, incentives, co-benefits, and lessons learned (science fair style). While this event would focus on businesses in Greeley, there would be an open invitation to businesses in neighboring communities.

Local contractors specializing in HVAC, envelope upgrades, solar installations, and other energy efficiency or renewable energy work would also be invited. This will allow local contractors to understand what utility rebate programs are available that may support their businesses and help contractor connect to businesses looking to complete projects.

During the event there will be the large account manager(s) from Xcel Energy to engage with their accounts as well as representatives from the business solutions center to support unmanaged accounts. This event will be used to kick-off the year of outreach to a specific small business sector as described in Strategy 4. During the event, attendees would be asked to make a pledge to do something energy efficiency-related in the coming year.

Targets

- Engage 50 new businesses in efficiency programs including business energy analysis, commercial refrigeration efficiency, compressed air efficiency, cooling efficiency, lighting efficiency, recommissioning, custom efficiency, Solar Rewards®, and Windsource®.
    - Target 20 projects stemming from pledges at the event

- The remaining 30 projects will develop throughout the year as a result of conversations between peers and with contractors following this event.

Scope

- Determine event date, time and venue.
- Coordinate invitations through outreach channels identified.
- Plan event activities, which may include:
    - Facility tour
    - Project highlight – 10-15-minute presentation
    - Networking and posters for other projects
    - Sign a pledge for coming year. Pledges will be displayed on the wall and have a thermostat showing the number of pledges – set a goal based on RSVP list.
        - Incentivize employees to do something at home (e.g. reimburse 5 percent of employees to do HomeEnergy Squad visit, provide LED bulbs to all employees)
        - Compressed air study
        - Small business lighting/energy audit (free)
        - Other: opportunity for custom project pledge
    - In the second year, recognize companies that fulfilled their pledge.
    - Appropriate Xcel Energy account representatives
        - Use the reps to extend invitations to large users
    - Table with all utility Xcel Energy rebates and small business center representatives
        - Choose a sector to highlight options and target event outreach (e.g., restaurants, offices)
    - Representatives from Poudre Valley REA and Atmos Energy with program and rebate information.
- Hold the event.
- Solicit feedback to inform future event planning.

Responsible Parties

Leadership Roles:

- City of Greeley
    - Community Engagement: Lead outreach campaign delivery through municipal communications channels (website, newsletters, social media, etc.).
    - Facilities: Provide an example project poster based on recent efforts.
    - Economic Development and Business Licensing: Support outreach efforts.
- Partners in Energy
    - Organize event logistics.
    - Support event delivery.
- Xcel Energy, Atmos Energy and Poudre Valley REA
    - Provide outreach support for invitations
    - Representatives at the event to help customers with available opportunities

Potential Site Hosts:

- University of Northern Colorado
- City of Greeley
- WeldWerks Brewery
- Leprino (not a Partners in Energy stakeholder but strong commitment to sustainability that other Energy Action Team members referenced)

Timeline

This event will be used to kick-off implementation phase.

- January/February 2020
  - Choose event time/date/location
  - Identify outreach strategies
  - Send out invitations
  - Identify business to present featured efficiency project
  - Invite other businesses to create posters for their projects
    - Provide poster template
    - Request required data/info for poster development
- March/April 2020
  - Send out event reminders
  - Create and print posters
  - Coordinate event logistics (food, chairs etc.) as needed
  - Hold event
- Summer 2020
  - Review event
    - What went well
    - What should change next year
  - Outline schedule for next year's event based on review including potential of ongoing support from City staff, Xcel Energy, Chamber, and other local business organizations.

Resources

- Need to explore venue options that will work for a group and accommodate a possible facilities tour.
- Plan for tables, refreshments, collateral materials.
- Explore potential door prizes or giveaways from utility providers.

Outreach Channels

- Xcel Energy: Large account managers
- Chamber
- DDA
- City Twitter
- City Facebook
- Business license counter
- Economic development department

Measurement

- Number of attendees

- Number of pledges for action
- Energy and cost savings from projects showcased

Strategy 4: Sector-based Small Business Outreach

Description

Partner with the Downtown Development Authority and Chamber of Commerce to incorporate presentations on benefits of energy efficiency and renewable energy projects at your business highlighting available rebates and other funding opportunities. The target will be to provide 3-4 presentations in 2020 each focusing on a different business sector: 1) restaurants, 2) small offices, 3) retail, and 4) eco-friendly companies. The target audiences may be adjusted based on interest from the business community.

Targets

- Engage 20 small or medium-sized businesses in programs relevant to presentations (likely energy audits, small business lighting, lighting efficiency, motor and drive efficiency, Windsource®, and cooling efficiency).

Scope

- Identify existing or potential new DDA and/or Chamber activities or events that would be suitable for presentations.
- Develop presentation content and supporting collateral materials.
- Deliver presentations and follow-up with participating businesses and others in target sector.

Responsible Parties

- Partners in Energy
  - Develop presentation content and lead or support presentations.
- Xcel Energy, Atmos Energy and Poudre Valley REA
  - Provide information on applicable programs and channels for business support.
  - Support presentation delivery.
- Chamber and DDA
  - Provide meeting space and room on agenda for standing meetings.
  - Outreach to business community to attend presentations.

Timeline

Present schedule of presentations at the Greeley Business Expo in Spring 2020 and target one presentation per quarter.

- Q1 2020: Restaurant Energy Efficiency
  - Low/no cost operational adjustments
  - Prioritizing equipment upgrades
  - How can energy efficiency improve customer and employee experience?
- Q2 2020: Small Office Energy Efficiency
  - Low and no cost operational adjustments
  - Best investments
  - Employee engagement
  - How does energy efficiency affect productivity?
- Q3 2020: Retail Energy Efficiency
  - Low/no cost operational adjustments
  - Best investments

    - How to use energy efficiency to improve customer experience and boost sales.
- Q4 2020: Eco-Friendly Businesses
    - Renewable energy options
    - EV charging infrastructure
    - How to highlight your commitments to grow your brand.

At the end of the year, evaluate the effectiveness of the presentations and feedback from the community. If good success and strong support for continuing the series, plan next year's presentations and work on lining up presenters.

Resources

- Meeting space
- Rebate and other program materials
- Refreshments for meetings

Outreach Channels

- Chamber
- DDA
- City Twitter
- City Facebook

Measurement

- Number of businesses contacted
- Number of workshop participants

Educational Institution Strategies

The educational institution focus area includes not only energy efficiency upgrades to the institution's facilities, but also engaging students to promote energy efficiency and renewable energy. Benefits of energy efficiency upgrades in facilities include utility cost savings and often an improved learning environment for students. Educational institutions are often long-term building occupants, so energy efficiency upgrades are often a longer-term benefit that reduce ongoing operating costs. The resulting utility cost savings can often be used to reinvest in student learning opportunities or other building upgrades. Major barrier for implementation of energy efficiency measures can be upfront capital and staff time required to identify efficiency upgrades. By taking advantage of energy audit programs provided by Xcel Energy, staff time to identify and vet possible projects is significantly reduced and financial assistance in the form of rebates is also available.

Strategy 5: Student Engagement

Description

The educational institutions will outreach to students to build a culture of resource conservation in Greeley. This outreach might include information and kits to increase energy efficiency in their homes, involving campus groups in outreach events identified in this plan, and/or internship opportunities with energy efficiency or renewable energy partners.

Targets

- Engage 5,000 students in Energy Action Plan activities.

Scope

- Outreach to students at move-in day and/or orientation to provide information of activities they can do to support energy efficiency and renewable energy in Greeley.
- Provide information about low-income programs to students through orientation or financial assistance offices.
- Work with institutions to identify opportunities for Green Teams or other campus groups to support Energy Action Plan implementation, including supporting residential outreach as appropriate.
- **University of Northern Colorado:** Provide campus tours of mechanical areas to educate students on complexities of HVAC and plumbing systems, where energy is used, and what measures have been implemented to improve energy efficiency. Possible partnership with Greeley School District.

Responsible Parties

- Xcel Energy Partners in Energy
  - Coordinate student orientation outreach and provide materials.
  - Coordinate campus teams and provide training on supporting plan initiatives.
- Educational Institutions (UNC, AIMS, Greeley-Evans School District 6)
  - Provide outreach materials to students during orientation.
  - Identify on campus teams that may want to help with plan implementation.

Timeline

- Spring Semester 2020: Engage Student Groups
  - Identify student groups interested in supporting plan activities.

Strategy 5: Student Engagement

- Engage groups in expo planning.
- Student outreach during spring events as applicable.

- Fall Semester 2020: Student Outreach
  - Through strategy 1 outreach to new students about energy efficiency and renewable energy options in their new renal homes.
  - Engage on-campus teams to encourage participation.

At the end of the year, evaluate the effectiveness of student engagement programs and revise the programs as needed for implementation next year.

Resources

- A Campus liaison for each participating institution will help ensure success.

Outreach Channels

- University of Northern Colorado
- Greeley School District
- AIMS Community College

Measurement

- Number of students engaged

Strategy 6: Targeted Energy Audits

Description

Leverage Xcel Energy's audit program to schedule and complete audits in the largest and most energy intensive buildings on the institution's campus. Coordinate with facilities staff to develop a priority list of improvements per the audit reports. Once prioritized, staff will have the option to choose one energy efficiency project to complete each year and to keep a record of resulting savings to build success stories to share within and outside the community. Consider using local contractors to perform energy efficiency improvements to maximize local economic benefits and workforce growth. For facilities under 50,000 square feet, Xcel Energy offers free energy audits to identify opportunities for energy savings.

Targets

- Each institution will perform 1 energy audit at a targeted facility.
- Implement at least 1 identified energy efficiency measure in every targeted facility.

Scope

- Identify targeted facilities.
- Schedule energy audits.
- Prioritize energy project list based on results.
- Identify funding for one priority project.
- Establish a timeline for completion.

Strategy 6: Targeted Energy Audits

Responsible Parties

- Educational Institutions (UNC, AIMS, Greeley-Evans School District 6)
    - Identify targeted facilities for audits and make final determination of energy projects to implement.
- Xcel Energy Partners in Energy
    - Support identification of targeted facilities list and support energy audit review for prioritization of opportunity and costs.

Timeline

- Coordination with Xcel Energy to begin in 2019
- Target 2020 for audits

Resources

Xcel Energy offers on-site energy audits at varying costs dependent on building size to evaluate lighting, heating, cooling and motors & drives equipment and provides energy conservation opportunities and associated costs, rebates, savings and payback:

- Buildings <50,000 square feet: Free
- Buildings 50,000 – 150,000 square feet: $250
- Buildings > 150,000 square feet: $500

Funding to cover cost of audit and any capital improvements resulting from the audit is to be determined by each institution.

University of Northern Colorado

The University has used a combination of funding sources including performance contracting and reinvesting energy rebates to fund past energy efficiency efforts. Energy efficiency audits and the identified projects will likely be funded by similar mechanisms.

Outreach Channels

The University of Colorado has historically learned about energy efficiency opportunities through the following channels. These successful outreach channels will be used to share additional opportunities and outreach to other educational institution:

- Xcel Energy account representative
- ESCO's funding (performance contracting)

Measurement

- Number of audits performed
- Number of efficiency projects completed – savings will be captured in commercial energy data.

Municipal Strategies

For the municipal sector, the desired behaviors identified include ensuring equipment upgrades as well as designs for the construction of new facilities are efficient and increasing the focus of highlighting past successes in efficiency through various media outlets. Benefits of engaging in these behaviors include lower energy and operating costs, decreased cost of installation through incentives, and increased recognition of the City of Greeley as an energy-conscious community. Reasons why municipalities may not engage in energy efficient behaviors or improvements include a time-intensive utility incentive process and lack of information or expertise navigating the rebate programs.

To address these challenges, the Energy Action Team will involve key decision makers in conversations around energy efficiency and will seek opportunities to inform and use local contractors who are familiar with rebate processes and programs to facilitate energy efficiency implementation. Outlined below are strategies that the City of Greeley will focus on to improve energy efficiency in municipal buildings and facilities.

Strategy 7: Targeted Energy Audits

Description

Leverage Xcel Energy's audit program to schedule and complete audits in the largest and most energy intensive municipal facilities. Xcel Energy will work with City staff to develop a priority list of improvements per the audit reports. Once prioritized, the City will aim to complete at least one efficiency project per facility. They will keep a record of resulting savings to build case studies and success stories to share within and outside the community – ideally these savings will be leveraged to complete other municipal energy improvement projects as well. The City will also consider using local contractors to perform energy efficiency improvements to maximize local economic benefits and workforce growth.

Additionally, Xcel Energy will partner with the City of Greeley through their Strategic Energy Management Program to coordinate project implementation through engagement with City staff to help Greeley overcome challenges associated with efficiency projects. This program offers rebate assistance to ensure that rebate opportunities are captured and benefits to the City are maximized. In addition, for facilities under 50,000 square feet, Xcel Energy offers free energy audits to identify opportunities for energy savings.

Targets

- Perform 1 energy audit for each targeted municipal property in Greeley.
- Implement at least 1 identified energy efficiency measure in every targeted facility.

Scope

- Identify targeted City of Greeley facilities.
- Schedule energy audits at targeted facilities.
- Prioritize energy project list based on results.
- Choose top projects to implement each year.
- Coordinate with local contractors to complete projects and take advantage of Xcel Energy program opportunities.

Strategy 7: Targeted Energy Audits

- Coordinate with local educational institutions to engage student population in an opportunity to learn and gain experience in performing audits by including interested students on audit walkthroughs, calculations, etc.

Responsible Parties

- City of Greeley
    - Identify targeted City of Greeley facilities for audits, and schedule audits and complete the energy audits.
    - Once audits are complete, City of Greeley to make final determination of energy projects to implement.
    - Track savings from energy efficiency improvement projects to inform case study development.
- Partners in Energy
    - Support identification of targeted facilities list and support energy audit review for prioritization of opportunity and costs.
    - Support case study development to showcase improvements at City facilities.
- Xcel Energy
    - Utilize the Strategic Energy Management Program to partner with City staff on energy saving opportunities, facilitating rebate opportunities.

Timeline

- Coordination with Xcel Energy is ongoing
- Q1 2020: Audit applications and scheduling
- Q2-4 2020: Audit completion and review

Resources

Xcel Energy offers on-site energy audits at varying costs dependent on building size to evaluate lighting, heating, cooling and motors & drives equipment and provides energy conservation opportunities and associated costs, rebates, savings and payback:

- Buildings <50,000 square feet: Free
- Buildings 50,000 – 150,000 square feet: $250
- Buildings > 150,000 square feet: $500

For smaller buildings, Xcel Energy offers recommissioning tune-up audits, identifying low- and no-cost measures for existing systems, dependent on building size:

- Buildings 5,000 – 25,000 square feet: $250
- Buildings 25,001 – 50,000 square feet: $500

Partners

- Xcel Energy
- Partner with educational institutions in support of Strategy 5

Outreach Channels

- City Social Media

Strategy 7: Targeted Energy Audits

- City eNewsletter
- Other news sources, PR

Measurement

- Metered building energy data used to track impact and verify savings
- Number of audits performed

Strategy 8: New Construction Process Alignment

Description

Develop a well-defined process for City staff to follow from proposal to occupancy to better integrate energy efficiency and renewable energy program and rebate opportunities into new development projects. Xcel Energy offers project development assistance and coordination and new construction rebates at various milestones in the process. City staff, Xcel Energy, community members and prospective businesses in Greeley will benefit from unified messaging and process alignment through this strategy.

With timely and ongoing coordination, project electric capacity concerns can be addressed upfront to inform preliminary development proposals. Once project design begins, Xcel Energy can provide several resources along the way to help developers save energy and build resiliency over the life of the project.

Targets

- All major development proposals and projects receive information about Xcel Energy programs as well as other applicable rebate programs from Atmos Energy and Poudre Valley REA.

Scope

- Develop and provide a summary of coordination points between Xcel Energy and City of Greeley during development and construction processes.
- Identify and train City of Greeley staff on Xcel Energy rebate program opportunities at various process phases.

Responsible Parties

- City of Greeley
    - Coordinate with Xcel Energy at ongoing utility coordination and/or key site coordination meetings.
    - Identify and communicate development opportunities and proposals to Xcel Energy on an ongoing basis.
- Partners in Energy
    - Support and/or facilitate training to City of Greeley on Xcel rebate program opportunities.
- Xcel Energy Representatives
    - Lead training and outreach for City staff.
    - Assist City of Greeley on rebate program identification.

Timeline

- Q4 2019

    - Begin coordination by utilizing existing monthly utility coordination and/or key site coordination meetings.
- Q1 2020
    - Research and discuss coordination opportunities and potential process improvements.
- Q2 2020
    - Provide a summary of development/construction coordination points between Xcel Energy and City of Greeley.
    - Conduct City of Greeley staff training if necessary.

Outreach Channels

- City of Greeley website
- Utility coordination and development review meetings

How Are We Going to Stay on Course?

The Energy Action Team has worked hard to develop ambitious and achievable goals that align with the energy vision. To achieve the targets and energy goals outlined in this plan, the City of Greeley and its partners identified in the strategies above will work to maintain consistent and clear communication among themselves and with the community at large. Each strategy will have sub-teams that will communicate regularly to work out the details of implementation, carry through on identified actions, and share progress and results. In the first months of implementation, the Energy Action Team will meet as a large group via online meetings to ensure effective group coordination and communication.

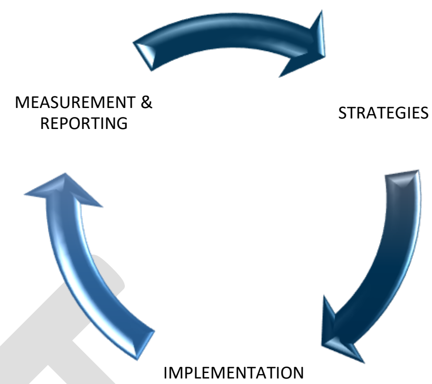


Figure 15. Actions and Tracking

Operational Actions and Tracking

Partners in Energy staff will track Xcel Energy program participation data and associated electricity savings for Greeley on a bi-annual basis (typically February and August) and will report out on quantifiable progress. Once a year (typically February) the Partners in Energy staff will provide a summary of total electricity consumption for the community.

Each strategy leader or team also will track supplemental quantitative and qualitative information about implementation, such as number of activities, number of materials distributed, event dates, and estimated participants, etc.

Communication and Reporting

The City of Greeley and other community organizations have established communication channels as outlined previously in this plan. The Energy Action Team and Partners in Energy facilitators will coordinate the use of the various communication channels to support the strategies with outreach efforts, updates, progress, and successes.

At the end of the implementation support period, the Partners in Energy team will provide a summary of the progress made, including quantitative and qualitative estimates of impacts on energy goals.

Changing Course: Corrective Action

Even though this Energy Action Plan is designed for greatest impact over the next 18 months, the residual effect and momentum gained by showcasing efficiency, raising awareness, and leveraging resources will have long-term positive implications. An effective energy plan is cyclical in nature (see Figure 15). In addition, the nature of implementation requires staging, flexibility, and course adjustments when necessary to be successful and to sustain progress. To ensure this plan remains on track, the Energy Action Team will review bi-annual tracking information and compare it against any supplemental strategy tracking metrics and information to assess whether the efforts appear to be making an impact.

To accommodate the fluid nature of action and implementation and learn from experience early in the process, the regularly scheduled team meetings as well as the bi-annual data check-ins will be a forum for agreeing on course adjustments or new approaches necessary to hit plan targets. Any adjustments will be documented and shared with the broader group and community as they occur.

During the implementation period, the best process for obtaining involvement from team members will be determined and lined up with appropriate cycles. These may include budget cycles, school calendars, start of the heating season, etc. As these cycles and the appropriate review points in these cycles are incorporated, there may be different times of the year that specific elements may change, and at a minimum there should be at least one time every year for the major stakeholders to review progress, weigh in, and suggest changes to direction.

Sharing Progress

Strategies outlined in this plan have methods for measuring and recognizing success; however, it will be important to let the wider community know how things are progressing and to recognize the collaborative efforts of those involved in hitting the plan targets. At critical milestones, the City of Greeley and Xcel Energy will publish updates on progress, share successes, and congratulate participants and partners through various communication channels.

Beyond the Plan Horizon

Looking forward beyond the plan horizon, it is recommended that Greeley reassess the energy efficiency goals and successes achieved over the implementation period. Future updates to this plan may be necessary as goals are achieved and new energy opportunities and ideas emerge. Communities with a successful track record of implementing their goals are welcome and encouraged to apply to future Partners in Energy offerings if new community goals or opportunities arise.

Appendix 1: Glossary of Terms

Use whichever appendices are appropriate. The following is a preliminary glossary.

Community Data Mapping: A baseline analysis of energy data in a geospatial (map) format across the community.

Demand Side Management (DSM): Modification of consumer demand for energy through various methods, including education and financial incentives. DSM aims to encourage consumers to decrease energy consumption, especially during peak hours or to shift time of energy use to off-peak periods, such as nighttime and weekend.

Direct Installation: Free energy-saving equipment installed by Xcel Energy or other organization for program participants that produces immediate energy savings.

Energy Action Plan: A written plan that includes an integrated approach to all aspects of energy management and efficiency. This includes both short- and long-term goals, strategies, and metrics to track performance.

Greenhouse gas (GHG): Gas in the atmosphere that absorbs and emits radiant energy within the thermal infrared range (primary GHGs include water vapor, carbon dioxide, methane, nitrous oxide, and ozone); GHGs are associated with affecting climate change.

Goals: The results toward which efforts and actions are directed. There can be a number of objectives and goals outlined to successfully implement a plan.

HOA: Home owners' association.

HVAC: Heating, ventilation and air conditioning.

LED: light-emitting diode.

kW: kilowatt (1,000 watts); a unit of electric power.

kWh (kilowatt-hour): A unit of electric consumption

MMBtu: One million British Thermal Units; a measure of energy content in fuels.

MTCO2e: Metric tons of carbon dioxide equivalent (MTCO2 Eq.); measure used to compare the emissions from different greenhouse gases based on their global warming potential (GWP). The carbon dioxide equivalent for a gas is derived by multiplying the tons of the gas by its associated GWP.

MW: Megawatt (1 million watts); a unit of electric power.

Premise: A unique identifier for the location of electricity or natural gas service. In most cases, it is a facility location. There can be multiple premises per building and multiple premises per individual debtor.

Recommissioning: An energy efficiency service focused on identifying ways that existing building systems can be tuned-up to run as efficiently as possible.

RFP: Request for proposals (solicitation of services).

Solar Garden: Shared solar array with grid-connected subscribers who receive bill credits for their subscriptions.

Solar PV: Solar cells/panels that convert sunlight into electricity (convert light, or photons, into electricity, or voltage).

Subscription: An agreement to purchase a certain amount of something in regular intervals.

Therm: A unit of heat energy (natural gas).

Weatherization: Insulation, air sealing, weather stripping, etc., that improve the building envelope.

Appendix 2: Implementation Memorandum of Understanding

To be added after City Council review and hearing.

City of Greeley Colorado

PLANNING COMMISSION

Proceedings

September 24, 2019

City Center South
Council Chambers Room
1001 11th Avenue
1:15 p.m.

I. Call to Order

Chair Yeater called the meeting to order at 1:17 p.m. Commissioners Andersen, Modlin, Franzen, and Romulo were present. (Vice-Chair Briscoe and Commissioner Schulte were absent).

II. Approval of minutes for meeting held on September 10, 2019

Prior to formal approval, Commissioner Andersen commented and suggested that future minutes more accurately reflect questions by Commissioners and responses to specific questions rather than a notation that a response was provided. Community Development Director, Brad Mueller, clarified that Commissioner Andersen was not requesting a verbatim transcript, but rather more information in the minutes. Commissioner Andersen agreed. With that, Commissioner Andersen moved to approve the minutes from September 10, 2019. Commissioner Romulo seconded the motion. The motion carried 5-0. (Vice-Chair Briscoe and Commissioner Schulte were absent.)

Mr. Mueller announced that they are withdrawing the Master Street Plan Update from the agenda as it has been postponed.

III. A public hearing to consider a recommendation for adoption of the Energy Action Plan by City Council

Presenter: Caleb Jackson, Planner II

Mr. Jackson addressed the Commission and entered the staff report into the record as written. He provided details and an explanation of the Energy Action Plan. He advised that it is a sub element of *Imagine Greeley*, the City's Comprehensive Plan.

Mr. Jackson explained that the Energy Action Plan (“Plan”) was designed with the intent to reinforce coordination and collaboration efforts between the City and its utility providers, such as allowing for more communication about opportunities and working together on infrastructure improvements. The main purpose of the Plan is to define the vision for efficiency and cost saving in the City by setting a series of goals and objectives for the community to pursue, as well as details of implementation and the path forward. Mr. Jackson continued to present the background and history of the Plan, including information regarding the open house where it was presented to the public and noted that their reaction was favorable and positive. Mr. Jackson advised that currently there is no Energy Action Plan in Greeley, and it is something unique that the City is doing considering that not many communities have one. He commented that it does address certain core values in the Comprehensive Plan including excellence, encouraging economic development, responsible stewardship of resources and the environment, and encouraging public and private cooperation. He went into further detail about the goals of the Plan and what its outcomes would be if implemented.

Mr. Jackson then introduced Becca Stock from the Brendle Group to continue the presentation and provide more detail. Ms. Stock presented a general background of the Plan and how it was conceived in the last 6 months and pending adoption will be implemented in the next 18 months. She noted that the stakeholders in the Energy Action Plan are comprised of a broad spectrum of people from the community who helped to identify what resources are available and how they can be most effectively used in the City to have the best impact. Ms. Stock then presented details of the planning process including how the vision for the Plan was developed, and the four focus areas which are residential, business, educational institution, and municipal. She briefly covered the strategies that are going to be used in each of the four areas for implementation during the next 18 months, including a partnering with Xcel Energy for a business expo which will showcase what Greeley has been doing and how different industries can benefit from the available resources. Ms. Stock also detailed the logistics of implementation.

Mr. Jackson addressed the Commissioners again and went through key considerations. He noted that it is a City priority for this year, and that he took input and feedback from stakeholders and the Planning Commission worksession to fine tune the Energy Action Plan. Mr. Jackson said that the staff recommendation is the Planning Commission submit their approval to City Council so that it can be passed and implementation can begin. He then opened the floor for questions.

Mr. Mueller reiterated that the City is very excited that this is a groundbreaking plan that most jurisdictions do not have. He urged the Commissioners to consider and keep in mind that whatever imperfections might exist at this stage in the Plan that it is still laying the foundation for something that can be built on and improved in the future. He advised that the City does intend to revisit the Plan in 5-7 years and build on it.

Commissioner Modlin questioned if Xcel will offer new residential or commercial contractors’ credits as a way to encourage them to be more sustainable and efficient or will the incentive continue to be just through rebates. Ms. Stock responded that the current structure is for rebates, but there is also a design assistance program that helps the designers to model the structures in a more efficient way and also gain more rebates. Chair Yeater stated that the Plan speaks a lot to community involvement and uses the word “we” often to describe who will be involved in that, he asked who “we” is. Ms. Stock replied that it is a coordination effort between city staff, Xcel representatives, contractors, members from her group, and other community members. Chair Yeater asked for more clarification in regards to who exactly would be doing the community outreach. Ms. Stock advised that her organization in conjunction with city staff would be running the events. Chair Yeater questioned if it is the City's desire to attend the community outreach events or if they intend to outsource the volunteer efforts. Mr. Mueller expressed that they have allotted time and city resources to be engaged to some degree with the community for the events.

Commissioner Andersen asked about the section of the Plan that refers to improving economic health and stimulating growth as a goal. She expressed concern about the current lack of energy and why the City would encourage more growth if it were not able to sustain what it has currently. Ms. Stock replied that the goal is to help stimulate economic growth amongst local business by assisting them in taking advantage of the rebates, programs, and resources that are available to them. Commissioner Andersen questioned how that provides more energy for the community. Mr. Jackson responded that the Energy Action Plan isn't designed to be an infrastructure, rather it is intended to establish communication channels where issues, such as an energy deficit, could be expressed. Commissioner Andersen asked for clarification regarding if this is a plan for communication. She continued to express her concerns about the energy deficit and believes that it needs to be addressed in the Plan. Ms. Stock reiterated that the Energy Action Plan is not an infrastructure plan. In response to Commissioner Andersen's concerns, Mr. Jackson stated once again that infrastructure and demanding that power companies provide more electricity to the City is out of the scope of this plan.

Chair Yeater asked for more information regarding the meetings between the City and the energy companies that are going to begin occurring. Mr. Jackson responded that it would be a platform where the City can express concerns to the utility companies who are now committed to attending.

Chair Yeater opened the public hearing at 1:46 p.m. There being no public input, the hearing was closed at 1:46 p.m.

Commissioner Modlin suggested that the name of the Energy Action Plan be changed to the Energy Conservation Action Plan which he considers to be a more appropriate name considering its scope. Commissioner Andersen concurred. At that point Commissioner Modlin moved to approve the plan based on it being renamed the Energy Conservation Action Plan. Commissioner Franzen seconded the motion.

Chair Yeater stated that name aside, the goals of the Plan are what need to be considered and addressed. He commended the City for trying to implement a plan like this considering most municipalities do not have anything similar in place. He expressed that he appreciates everyone's concerns but encourages them to remember that every plan has to begin somewhere. Once again, Commissioner Andersen restated her concerns regarding the energy deficit. Chair Yeater asked city staff to clarify how energy concerns are handled with the utility companies.

Planning Manager, Mike Garrott, advised that typically the developers are the ones to reach out to the utility company. Mr. Garrott said that during the development process the City would also send referrals to the utility companies to ensure proper power would be provided to the site. He continued to provide more historical detail of Greeley's infrastructure and why some of the older areas may still experience a deficit, as well as how that will be addressed moving forward. Mr. Garrott also echoed Mr. Mueller in expressing how groundbreaking the plan is, and reiterated that the City does not have control over the utility companies. Therefore, they cannot force them to provide more services the way they can with water and sewer which are City infrastructures.

Commissioner Andersen expressed her concerns regarding the lack of measurable goals and outcomes in the Plan especially in terms of cost saving and reliability. In response to her concerns, Ms. Stock reminded her that the rates that the energy companies charge are determined by the PUC and is completely out of scope of this project. They are aiming to lower cost by conservation and taking advantage of rebate programs, not by actually changing the rates. In regards to reliability, the Plan is committed to strengthening the channels of communication so that any concerns can be properly addressed and solutions can be coordinated.

Commissioner Romulo asked if verbiage clarifying that the Energy Action Plan is a foundation and a start can be included. This way those who may not have their energy needs addressed still can be aware that there are future plans for it. Mr. Jackson referenced page 5 of the Plan that includes that verbiage.

Commissioner Modlin restated the proposed motion in the staff report to read, the Planning Commission recommends that the City Council adopt the Energy Conservation Action Plan, an element of the *Imagine Greeley* Comprehensive Plan. Commissioner Franzen seconded the motion. The motion passed 4-1, with Commissioner Andersen voting against. (Commissioners Briscoe and Schulte were absent.)

VI. Staff Report

Mr. Garrott presented the staff report. He provided more information and details regarding further training for the Commissioners and the updated city code that will be implemented next year.

____
Justin Yeater, Chair

____
Brad Mueller, Secretary

PLANNING COMMISSION SUMMARY

ITEM: *Energy Action Plan*, an Element of the Imagine Greeley Comprehensive Plan

PLANNER: Caleb Jackson, AICP | Planner II

HEARING DATE: September 24, 2019

PLANNING COMMISSION FUNCTION:
To review the proposed Energy Action Plan and make a recommendation to City Council.

PROJECT OVERVIEW AND BACKGROUND:

In 2018, the City of Greeley adopted a new comprehensive plan, *Imagine Greeley*. The plan identifies the need to create and adopt supplemental plans as additional elements of *Imagine Greeley* to provide more detailed planning and direction around specific issues. In 2019, the Planning Division was tasked with facilitating the creation and adoption of the *Energy Action Plan* as a City Council work program item.

City staff worked with Brendle Group through Xcel's Partners in Energy to collect a group of community stakeholders as an Energy Action Team to draft goals and strategies for residences, businesses, institutions, and the City of Greeley. The Energy Action Team met for a series of workshops, and the direction provided the framework for the *Energy Action Plan*.

The Energy Action Team identified three main priorities for the community:
• Create an affordable and reliable energy future.
• Increase residential, commercial, and industrial energy efficiency and alternative energy opportunities.
• Improve economic health and stimulate growth.

The *Energy Action Plan* proceeds to identify four focus areas: residential, business, educational institution, and municipal. Each focus area has identified goals and specific strategies to help reach the associated goals. By adopting the *Energy Action Plan* and an associated Memorandum of Understanding, Xcel will continue to provide support for implementation of the strategies through Partners in Energy. The *Energy Action Plan* not only helps the community reach its efficiency and cost savings goals, but such a partnership establishes the needed lines of communication to collaborate regarding additional opportunities and provide Greeley with a reliable energy future. The plan details coordination steps regarding needed infrastructure and service to key sites. Through such coordination, complex needs like oil and gas operations can be appropriately addressed.

A public open house was be hosted on September 9, 2019, with 19 attendees including residents and other community stakeholders. Feedback regarding the plan was favorable, and parties expressed interest in additional renewable energy opportunities.

The worksession with Planning Commission on September 10, 2019, highlighted community concerns with adequate service and the opportunity to provide service to oil and gas operations to avoid the use of diesel generators. Although the *Energy Action Plan* is not an infrastructure plan for the City's utility providers to install improvements to particular sites and areas, the plan does provide the commitment for a framework of continuous communication and coordination regarding infrastructure. The City intends to continue collaborating with its utility providers as transmission and distribution projects are planned and developed.

The Planning Commission is the primary steward of the City's comprehensive plan. Any amendments or additions to the plan, such as adoption of a sub-element, require a public hearing on the proposed amendment and formal recommendation to the City Council. The item is scheduled for City Council consideration on October 1, 2019.

PLANNING STAFF RECOMMENDATION:

City staff recommends that the Planning Commission forward a recommendation of approval to the City Council to adopt the *Energy Action Plan* in the form of a motion.

PLANNING STAFF RECOMMENDED MOTION:

The Planning Commission recommends that the City Council adopt the *Energy Action Plan*, an Element of the Imagine Greeley Comprehensive Plan.

ATTACHMENTS:

Attachment A *Energy Action Plan*, an Element of the Imagine Greeley Comprehensive Plan

City of Greeley Colorado

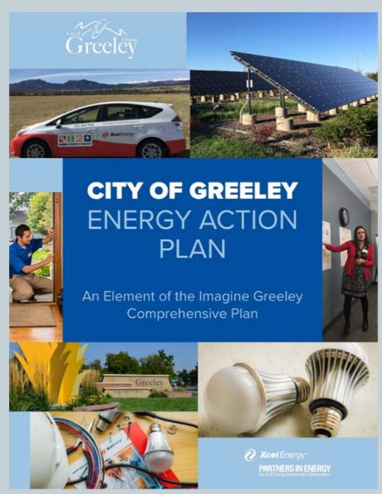
ENERGY ACTION PLAN

City of Greeley City Council

October 15, 2019

What is the Energy Action Plan?

- Sub-element of Imagine Greeley
- Reinforces coordination & collaboration efforts
- Defines a vision for efficiency & cost-saving
- Sets goals & objectives
- Details implementation & the path forward
- Is not a specific infrastructure plan



Background

- 2019 Work Program
- January
  - Partners in Energy MOU
- January to June
  - Energy Action Planning Team
- June to August
  - Plan Drafting
- September
  - Public Open House & Planning Commission
- October
  - City Council Consideration

Greeley's Energy Action Planning Team

The planning team was formed from a varied group of City of Greeley staff, local and regional organizations, local businesses, and committed community members.

City Staff Members
- John Barnett, Community Development (retired)
- **Caleb Jackson, Community Development (team lead)**
- Carol Larsen, Greeley Urban Renewal Authority
- Brad Mueller, Community Development
- Rachel Prelog, Community Development
- James Redmond, Communication and Engagement
- J.R. Salas, Greeley Urban Renewal Authority
- Ben Snow, Economic Health & Housing
- Tom Welch, Island Grove

Community Team Members
- Dean Andersen, Andersen Salvage
- Bianca Fisher, Greeley Downtown Development Authority
- Adam Frazier, Richmark
- Michael Harris, Energy Outreach Colorado
- Kent Henson, Greeley-Evans School District 6
- Jean Hinkle, Poudre Valley Rural Electric Association
- Kirk Leichliter, University of Northern Colorado
- Dave Nalley, University of Northern Colorado
- Sarah Macquiddy, Greeley Chamber of Commerce
- Christine McDermott, Atmos Energy
- Michael Millsaps, Aims Community College
- Jack Southards, Aims Community College
- Sarah Willcutts, Andersen Salvage
- Timothy Ullmann, Aims Community College

Xcel Energy Staff
- Michelle Beaudoin
- Dan Clark, Account Manager
- Channing Evans, Communications Consultant
- Lucas McConnell, Local Government Affairs Manager

Partners in Energy Facilitators
- John Butler, Brendle Group (former)
- Terry Hatfield, Brendle Group
- Shelby Sommer, Brendle Group
- Becca Stock, Brendle Group

City Council
- John Gates
- Jon Smail
- Brett Payton
- Michael Fitzsimmons
- Dale Hall
- Stacy Suniga
- Robb Casseday

Planning Commission
- Justin Yeater
- Erik Briscoe
- Jon Ranck
- Louisa Andersen
- Christian Schulte
- Larry Modlin

Existing Conditions

No Current Energy Action Plan

Comprehensive Plan Core Values
- Excellence in actions, attitude, and leadership
- Proactive, progressive, and balanced economic development
- Responsible stewardship of natural resources and the environment
- Public/private cooperation to achieve & maintain exceptional community benefits

Why Adopt an Energy Action Plan?
- Economic Development
- Encourage Collaboration
- Establish Communication Channels
- Increase Efficiency
- Lower Utility Bills
- Leverage Community Resources

Energy Action Plan October 15, 2019

Partners in Energy Scope

Xcel Energy
PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

Partners in Energy is a two-year collaboration with Xcel Energy to develop and implement community energy efficiency and renewable energy goals.

Xcel Energy provides tools and resources to enable community-driven energy planning and implementation.

Planning (6 months)	**Implementation Support** (18 months)

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City of Greeley Colorado

Energy Action Plan Development

Xcel Energy
PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

- Process led by Partners in Energy facilitation team, customized to Greeley's needs and priorities
- Series of four, 2-hour stakeholder workshops
- The stakeholder group included representatives from:
  - The City of Greeley
  - Local businesses
  - Area institutions
  - Community organizations
- Public open house held on September 9, 2019
- Emphasis on engaging the community in plan implementation

Figure 1. Partners in Energy Process for Success

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City of Greeley Colorado

Energy Action Plan:
Energy Vision

Xcel Energy
PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

Greeley promotes a healthy and diverse economy and a high quality of life that is responsive to all its residents, businesses, and neighborhoods. Through Xcel Energy Partners in Energy, the community will create an affordable and reliable energy future based on increased residential, commercial, and industrial energy efficiency and alternative energy opportunities to improve economic health and stimulate growth.

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City of Greeley Colorado

Energy Action Plan Overview:
Focus Areas & Goals

Xcel Energy
PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

Residential	Encourage 2,700 or more City of Greeley households implement at least one energy efficiency or renewable energy measure annually.
Commercial	Encourage 270 or more businesses to participate in an energy efficiency or renewable energy program through Xcel Energy each year.
Educational Institutions	Develop outreach channels to students to increase awareness of and engagement in energy efficiency and renewable energy opportunities.
Municipal	Complete energy audits in targeted municipal facilities and implement at least one energy efficiency measure in each targeted facility.

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City of Greeley Colorado

Energy Action Plan Overview:
Residential Strategies

Xcel Energy
PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

Community Events & Activities

- Energy education and outreach at four community events annually and engage with 50 residents at each event.

Targeted Residential Campaigns

- Develop three tailored outreach campaigns for cost-burdened homes, rental households, and households looking for "green" energy upgrades.

City of Greeley Colorado

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Energy Action Plan Overview:
Business Strategies

Xcel Energy
PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

Business Energy Efficiency Expo

- Host a local event to highlight the energy efficiency efforts of Greeley businesses and connect businesses with energy efficiency and renewable energy information.

Sector-based Small Business Outreach

- Partner with the DDA and Chamber of Commerce to provide sector-specific presentations about the benefits of energy improvements.

City of Greeley Colorado

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Energy Action Plan Overview:
Educational Institutions

Xcel Energy
PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

Student Engagement

- Educational institutions will engage students in learning opportunities and event delivery.

Targeted Energy Audits

- Use Xcel Energy's audit program to audit energy intensive buildings. Each institution will aim to implement at least one energy efficiency project each year.

City of Greeley Colorado

Energy Action Plan Overview:
Municipal Strategies

Xcel Energy
PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

Targeted Energy Audits

- Use Xcel Energy's audit program to audit energy intensive municipal facilities. Aim to implement one energy efficiency project at each facility.

New Construction Process Alignment

- Develop a process that will help City staff better integrate energy efficiency and renewable energy program and rebate opportunities in new development projects.

City of Greeley Colorado

Implementation Logistics

Xcel Energy PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

Xcel Energy supports implementation in a variety of ways:

Project Management – keep the plan moving forward
- Coordinate periodic check-ins
- Task-master role
- Provide tools and templates to help organize

Communications – primarily development versus distribution
- Flyers, posters, brochures
- Presentations, speaking points
- Press releases, newsletters
- 3rd party printing budget

Tracking & Recognition – identify resulting activity & celebrate success
- Activity tracking and reporting
- Energy consumption and program participation data
- Case studies recognizing successes

Education & Outreach – event coordination
- Identify potential subject matter experts
- Coordinate outreach and event planning
- Support event delivery and giveaways
- Information on utility programs and resources

City of Greeley Colorado

Next Steps

Xcel Energy PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

- Planning Commission Recommendation – September 24, 2019
- City Council Review & Public Hearing – October 1, 2019
- Implementation Transition – November - December 2019
  - Project management processes
  - Calendar refinement
  - Collateral development
- Public Implementation Launch – Q1 2020
  - Press release
  - Website information
  - Business expo

City of Greeley Colorado

Key Considerations

- City Council priority
- Stakeholder & public input
- Espouses excellence in actions, attitude, & leadership
- Provides proactive, progressive, & balanced economic development
- Responsible stewardship of natural resources & the environment
- Encourages public/private cooperation to achieve & maintain exceptional community benefits
- Reinforce communication & collaboration

Recommendation

- Planning Commission recommendation of APPROVAL to City Council

Council Agenda Summary

October 15, 2019

Agenda Item Number 25

Key Staff Contact: Betsy Holder, City Clerk, 970-350-9742

Title:

Appointment of applicants to the Construction Trades Advisory & Appeals Board, Greeley Art Commission, and Union Colony Civic Center Advisory Board

Summary:

Council appointment is needed to the above-mentioned boards and commissions due to vacancies and term expirations. An application was received for the Greeley Urban Renewal Authority vacancy, as noted on the Transmittal Summary, but the individual withdrew their application. Staff continues to actively recruit to fill all vacant positions.

Fiscal Impact:

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

Legal Issues:

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

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

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

Other Issues and Considerations:
Not applicable.

Applicable Council Goal or Objective:

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

Decision Options:

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

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

Attachments:
Ballot
October 2019 Boards and Commissions Transmittal Summary

City of Greeley
Boards & Commissions
Appointment Ballot
October 15, 2019

Applicants for the boards and/or commission listed below are in alphabetical order
and recommendations from the interviewing team of Councilmembers are shown in bold.

********** BALLOT **********

Construction Trades Advisor & Appeals Board	
	1 Vacancy
____	Stephen Schaps
____	**(RECRUIT FOR ADDITIONAL APPLICANTS)**

Greeley Art Commission	
	3 Vacancies
____	**MICHELLE BOOREN**
____	**DANYELLE BUTLER (I)**
____	**RICHARD MUNSON (I)**
____	Daniel Murphy
____	Kate Norris
____	(Recruit For Additional Applicants)

Union Colony Civic Center Advisory Board	
	1 Vacancy
____	**DEBRA BRILLA**
____	Gustavo Castanaza Cortez
____	Adam Cerullo
____	Lynn Richardson
____	(Recruit For Additional Applicants)

(I) = Incumbent

Boards & Commissions Transmittal

October 4, 2019
Key Staff Contact: Jerry Harvey, Assistant City Clerk, 350-9746

Interview Date	*Council Interview Team*	*Council Appointment Date*
October 7, 2019	Councilmembers Hall and Payton	October 15, 2019

Boards and Commissions Being Interviewed

- **Construction Trades Advisory Board**
- **Greeley Art Commission**
- **Greeley Urban Renewal Authority**
- **Union Colony Civic Center Advisory Board**

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

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

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

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

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

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

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

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

Transmittal reviewed by: Roy Otto, City Manager Betsy Holder, City Clerk

Council Agenda Summary

October 15, 2019

Agenda Item Number 26

Title
Scheduling of Meetings, Other Events

Summary
During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Worksession Schedule regarding any upcoming meetings or events.

******A motion is needed to cancel the October 22, 2019 Worksession meeting due to lack of items for consideration. If Council concurs, a motion is needed.

Attachments
Council Meeting/Worksession Schedule
Council Meetings/Other Events Calendar

City Council Meeting Schedule

Current as of 10/4/2019

Date	Description	Staff Contact	
October 22, 2019 Worksession	Pending cancellation at 10/15/2019 Council Meeting		
November 5, 2019 Council Meeting	Cancelled (at 09/17/2019 Council Meeting)		
November 12, 2019 Transition Meeting	Swearing in of new Council (Special Meeting)		
November 19, 2019 Council Meeting	Resolution - Agreement for WGFP Fifth Amendment to Fifth Interim Agreement	Sean Chambers	Consent
	Resolution - Intergovernmental Agreement for an amendment to the Airport Raw Water IGA	Sean Chambers	Consent
	Ordinance - Intro - Code Amendments related to Fireworks	Mark Jones	Consent
	Ordinance - Final - Acquisition of Property (Poudre Trunk Sewer Line Extension)	Sean Chambers	Regular
	Ordinance - Final - Shops at Sunset Rezone	Brad Mueller	Regular
	Board & Commission Appointments	Betsy Holder	Regular
November 26, 2019 Worksession	Update on Camera Usage by GPD		Mark Jones
December 3, 2019 Council Meeting	Resolution - 2020 Budget for the Greeley Downtown Development Authority	Renee Wheeler	Consent
	Resolution - Establishments of the Downtown Development Authority Tax Levy	Renee Wheeler	Consent
	Ordinance - Intro - Fifth Additional Appropriation	Renee Wheeler	Consent
	Ordinance - Intro - Triennial Review of Various Boards and Commissions	Betsy Holder	Consent
	Ordinance - Final - Bestway Rezone	Brad Mueller	Regular
	Ordinance - Final - Code Amendments related to Fireworks	Mark Jones	Regular
December 10, 2019 Worksession	Emerald Ash Borer Update	Andy McRoberts	0.50
December 17, 2019 Council Meeting	Ordinance - Final - Fifth Additional Appropriation	Renee Wheeler	Regular
	Ordinance - Final - Triennial Review of Various Boards and Commissions	Betsy Holder	Regular
	Board & Commission Appointments	Betsy Holder	Regular
December 24, 2019 Worksession	Cancelled (at 09/17/2019 Council Meeting)		
January 7, 2020 Council Meeting			
January 14, 2020 Worksession			
January 21, 2020 Council Meeting			
January 28, 2020 Worksession			
	Executive Session - Annual Review of the City Manager	Sharon McCabe	
February 4, 2020 Council Meeting	Resolution - IGA with High Plains Library District for Parking Expansion	Andy McRoberts	Consent
February 11, 2020 Worksession			
	Executive Session - Annual Review of the City Attorney	Sharon McCabe	
February 18, 2020 Council Meeting			
February 25, 2020 Worksession			
	Executive Session - Annual Review of the Municipal Court Judge	Sharon McCabe	
March 3, 2020 Council Meeting			
March 10, 2020 Worksession	Food Tax Renewal	Renee Wheeler	0.50
	Broadband Taskforce	Scott Magerfleisch	0.50
March 17, 2020 Council Meeting			
March 24, 2020 Worksession			

October 14, 2019 - October 20, 2019

October 2019						
Su	Mo	Tu	We	Th	Fr	Sa
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
Su	Mo	Tu	We	Th	Fr	Sa
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

Monday, October 14

Tuesday, October 15

6:30pm - 7:30pm City Council Meeting (1001 11th Avenue)

Wednesday, October 16

7:30am - 8:30am Visit Greeley (Fitzsimmons)

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

Thursday, October 17

7:30am - 8:30am DDA (Casseday/Smail)

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

Friday, October 18

Saturday, October 19

10:00am - 11:00am City Chat with Councilmember Suniga (TBD)

Sunday, October 20

October 21, 2019 - October 27, 2019

October 2019						
Su	Mo	Tu	We	Th	Fr	Sa
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27	28	29	30	31		

November 2019						
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Monday, October 21

Tuesday, October 22

11:30am - 1:00pm RSVP Required: Community Foundation's Spread the Good Luncheon (Formerly known as the Profiles Luncheon) (Riverside Library and Cultural Center, 3700 Golden Street, Evans, CO) - Council Master Calendar

5:00pm - 6:00pm City Council Worksession (1001 11th Avenue)

Wednesday, October 23

Thursday, October 24

Friday, October 25

Saturday, October 26

Sunday, October 27

October 28, 2019 - November 3, 2019

October 2019

Su	Mo	Tu	We	Th	Fr	Sa
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November 2019

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Monday, October 28

11:30am - 12:30pm Greeley Chamber of Commerce (Gates)

6:00pm - 7:00pm Youth Commission (Smail)

Tuesday, October 29

Wednesday, October 30

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

6:00pm - 8:00pm RSVP Required: Town & County Dinner (1150 O Street, Weld County Administration Building, Events Center) - Council Master Calendar

Thursday, October 31

Friday, November 1

Saturday, November 2

Sunday, November 3

November 4, 2019 - November 10, 2019

November 2019						
Su	Mo	Tu	We	Th	Fr	Sa
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December 2019						
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Monday, November 4

Tuesday, November 5

6:30pm - 7:30pm City Council Meeting (1001 11th Avenue)

Wednesday, November 6

Thursday, November 7

7:00am - Poudre River Trail (Hall)

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

6:00pm - MPO (Gates/Casseday)

Friday, November 8

Saturday, November 9

Sunday, November 10

November 11, 2019 - November 17, 2019

November 2019						
Su	Mo	Tu	We	Th	Fr	Sa
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24	25	26	27	28	29	30

December 2019						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Monday, November 11

Tuesday, November 12

5:00pm - 6:00pm City Council Worksession (1001 11th Avenue)

Wednesday, November 13

Thursday, November 14

Friday, November 15

Saturday, November 16

10:00am - 11:00am City Chat with Councilmember Suniga (TBD)

Sunday, November 17

Council Agenda Summary

October 15, 2019

Agenda Item Number 27

Title

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

Council's Recommended Action

A motion to approve the above authorizations.

Council Agenda Summary

October 15, 2019

Agenda Item Number 28

Title
Adjournment