Remote Meeting Instructions for the July 14, 2021, Meeting Greeley Urban Renewal Authority:

The City's Department of Economic Health and Housing meetings are operating virtually via Zoom.

Please contact the Greeley Urban Renewal Authority with any questions you might have for joining/participating at paula.turner@greeleygov.com or 970-350-9380. Thank you!

GREELEY URBAN RENEWAL AUTHORITY

Agenda

Wednesday – July 14, 2021

This meeting will be conducted remotely
(See instructions on the previous page to view.)

4:30 p.m.

I. Call to Order - Roll Call

II. Approval of Minutes - from the May 12, 2021 meeting

III. Items of Business
A. Consideration of Policies & Procedures for Public Facilities and Improvements Projects and Activities and Policies and Procedures for Public Services Activities
B. Consideration of Substantial Amendment for changes to CDBG-CV 1 funding and addition of CDBG-CV 3 grant
C. 5th Amendment to Laser Lease on 8th Street Property

IV. Board Member Comments/Reports

V. Staff Report
RFP for lots on Ash Street

VI. Adjournment

Next Meeting: August 11, 2021

The City of Greeley does not discriminate on the basis of disability, race, color, national origin, or gender. For more information about these statutes, or to Amendment #1 to the Subrecipient Agreement for assistance to Senior Resource Services file a complaint, please contact the City of Greeley's designated Disability Rights and Title VI coordinator, Joel Hemesath at (970) 350-9795, 1001 9th Avenue, Greeley, CO, 80631 or at Joel.Hemesath@greeleygov.com.

GREELEY URBAN RENEWAL AUTHORITY
Proceedings

May 12, 2021
4:30 p.m.

This meeting was conducted remotely

(On May 3, 2020 Commissioner Michael Silva was sworn in to the Greeley Urban Renewal Authority by Anissa Hollingshead, City of Greeley, City Clerk.)

I. Call to Order

Chair Cummins called the meeting to order at 4:35 p.m. Commissioners Haas, Leffler, Silva, and Welsh were present. (Commissioners Lucero and Utrata were absent.)

II. Approval of minutes for the meeting held on March 10, 2021

Commissioner Leffler made a motion to approve the minutes for the meeting held on March 10, 2021 as written. Commissioner Haas seconded the motion; the motion carried 5-0. (Commissioners Lucero and Utrata were absent.)

III. Items of Business

Consideration of Amended Agreement with Habitat for Humanity to rescind reservation of remaining funds

Carol Larsen, Grant Specialist noted that on November 13, 2019, the Board approved the reservation of $264,000 in HOME Investment Partnership Program (HOME) funds to Greeley-Weld Habitat for Humanity (GWHFH) to assist with eight homes in the Clover Meadows Subdivision. On January 10, 2020, GURA entered into an agreement with GWHFH, reserving those funds.

GWHFH has had problems with the remaining lots in Clover Meadows, which has caused significant delay in starting any more houses there. Due to that, and the fact that there is no timeline in sight by which construction there may begin again, GURA staff recommends that the remaining funds reserved be rescinded and be returned to the overall availability of HOME funds

Commissioner Welsh made a motion to rescind the reservation of remaining HOME funds ($202,707.77) made to Greeley-Weld Habitat for Humanity specific to the Clover Meadows Subdivision. Commissioner Haas seconded the motion; the motion carried 5-0. (Commissioners Lucero and Utrata were absent.)

Ratification of email vote to request extension of CDBG-CV Application – United Way of Weld County Non-Congregate Homeless Shelter at Bonell

At the February 10, 2021, the GURA Board approved an application from United Way for the use of CDBG-CV funds for rent at the United Way of Weld County Non-Congregate Homeless Shelter at Bonell. (Please note, the memo was incorrectly dated March 10, 2020.)

United Way has submitted a request to extend the time this shelter will be open and that CDBG-CV funds continue to pay for the rent at the facility for an additional six months. The monthly rent is $24,750.56; in February $31,500 of rent was approved (approximately 1.27 months of rent). The current request is for an additional $148,503.36.

A motion to ratify the email vote to extend the request as presented, noting that support would be discontinued if there is no further threat from COVID-19. Approval is for the requested $148,503.36 for six months of rent at the Non-Congregate Homeless Shelter at the Bonell Campus was approved 5-0. (Commissioners Lucero and Utrata were absent.) Votes to approve, received by email, and being ratified were from Commissioners Cummins, Haas, Lucero, Utrata and Welsh.

IV. Board Member Comments/Reports

Commissioner Welsh noted that the FCC has an Emergency Broadband Benefit to help households to afford internet service during the COVDI-19 pandemic.

She also noted that the City of Greeley adopted an Energy Action Plan.

Commissioner Silva stated that America's Best Contact & Eyeglasses is offering a free eye exam with low cost glasses purchase.

V. Staff Report

Ms. Larsen noted the CDBG 2022 funding meeting will be held August 11, 2021.

VI. Adjournment

There being no more business, the meeting was adjourned at 5:17 p.m.

Benjamin Snow, Secretary	Jediah Cummins, Chair

ECONOMIC HEALTH & HOUSING – GURA
Memorandum

DATE: July 14, 2021
TO: GURA Board of Commissioners
FROM: J. R. Salas, GURA Manager
RE: Review of Policies and Procedures for Public Facilities and Improvements and Public Services

In February 2020, the City was monitored by its Community Planning and Development Representative from the Housing and Urban Development (HUD) office in Denver. The activities monitored included the 2017 Infrastructure project, 2018 Rodarte Center improvements, and seven houses in Greeley-Weld Habitat for Humanity's Crestview Subdivision.

A great number of the findings and concerns from the monitoring was associated with the lack of written policies and procedures for public facilities and improvements activities/projects. To address the HUD's concerns, staff (with input from the City's Finance and Public Works Departments) has drafted the document Policies and Procedures for Public Facilities and Improvements Projects/Activities, attached.

To be proactive, staff has also drafted a policies and procedures document for Public Services activities. There are a number of supporting policy and procedures documents that are a part of the larger document (income verification, utilizing CDBG outside of Greeley, age designation for elderly). The other referenced documents can be provided, if you are interested, but have already been approved by the Board.

The GURA Board typically sets policy for the HUD grants. Policies are denoted in "red" within the document, and it is on those that the GURA Board will vote. If there is a change to policy, it comes back before the Board. Changes to procedures are at staff's discretion.

The Board will vote on whether to approve the policies, as noted in the provided documents.

Recommendation:
Approve the policies in the documents provided and with regard to:

- Public Facilities and Improvements projects and activities
- Public Service activities

SECTION TBD

PUBLIC FACILITIES AND IMPROVEMENTS PROJECTS/ACTIVITIES

Key:

- Denotes CDBG federal regulation citation or other federal document (such as a CPD Notice)
- Denotes a City policy
- Denotes City procedures to implement the federal regulations and City policies
- ✓ Denotes other reference materials to assist with Public Facilities and Improvements projects/activities

I. PROGRAM GUIDELINES

A. Establishing Eligibility

Federal Regulation – 24 CFR 570.201(c) Basic Eligible Activities (Public Facilities and Improvements)

✓ **Also reference Basically CDBG for Entitlements-Chapter Six-Public Facilities, Special Assessments, and Privately-Owned Utilities**

Policy – Public Facilities and Improvements Eligibility

The City will ensure the eligibility of Public Facilities and Improvements projects/activities through its procedures, noted below.

Procedures – Public Facilities and Improvements Eligibility

1. CDBG funds may be used to fund the acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements. Those projects/activities may be carried out by the city (as CDBG recipient), or other public or private non-profit entities. Public facilities may only be owned by these types of entities. Facilities owned by non-profit agencies must be open to the public during normal working hours.
2. All public facility and improvements projects/activities must meet a national objective. As stated in 24 CFR 570.208, those are:
   a) LMI Benefit, either Area Benefit or Limited Clientele Benefit
   b) Slum and Blight - Area Basis
   c) Urgent Need
3. Eligible types of facilities and improvements include:
   a) Infrastructure improvements (construction or installation) including, but not limited to streets, curbs, and water and sewer lines;
   b) Neighborhood facilities including, but not limited to public schools, libraries, recreational facilities, parks, playgrounds; and

c) Facilities for persons with special needs such as facilities for the homeless or domestic violence shelters, nursing homes, or group homes for the disabled.

4. Eligible costs associated with eligible activities may include:
   a) Energy efficiency improvements;
   b) Handicapped accessibility improvements (including improvements to buildings used for general conduct of government); and
   c) Architectural design features and other treatments aimed at improving aesthetic quality (e.g., sculptures, fountains). If the assisted facility is owned by a nonprofit, the CDBG regulations stipulate that the facility must be open to the public during normal working hours.

5. Ineligible public facilities and improvement activities are listed below.
   a) The maintenance and repair of public facilities and improvements is generally ineligible (e.g., filling potholes, repairing cracks in sidewalks, mowing grass at public recreational areas or replacing street light bulbs).
   b) Operating costs associated with public facilities or improvements are ineligible unless part of a CDBG-assisted public service activity or eligible as an interim assistance activity.
   c) A public facility otherwise eligible for assistance under the CDBG program may be assisted with CDBG funds even if it is part of a multiple use building containing ineligible uses, if: – The public portion of the facility that is otherwise eligible and proposed for assistance will occupy a designated and discrete area within the larger facility; and
   d) The grantee (City) can determine the costs attributable to the facility proposed for assistance as separate and distinct from the overall costs of the multiple-use building and/or facility. Allowable costs are limited to those attributable to the eligible portion of the building or facility.

B. Public Facilities and Improvements Application Process

➢ **Policy - Applications**

Applications for public facilities and improvements will be accepted annually as part of the "Annual CDBG Process". If funds are available, and the City deems it necessary to accept applications outside the normal process, it will do so through a Substantial Amendment to the current Annual Action Plan.

❖ **Procedure - Applications**

1. GURA staff will provide Public Facilities and Improvements applicants with the current CDBG application and the "Guidance to CDBG Applicants for Public Facilities and Infrastructure Improvements" document. This document will be an attachment to the email with the application at the start of the CDBG annual process (June 1 annually) and provides information as to eligible activities and costs and ineligible activities. (See Exhibit A.)

2. GURA staff will review CDBG applications for public facilities and improvements following the guidelines in the CDBG Annual Process procedures to ensure that the application request meets a priority of the City's current Consolidated Plan, is eligible and feasible, and to identify the national objective to be met. Applications that do not clearly demonstrate a Consolidated Plan priority, CDBG eligibility, and a national objective will not be processed.

3. GURA staff will coordinate with City departments/divisions/programs and/or the awarded non-profit agencies on applications for Public Facilities and Improvements to ensure applicants understand the process and actually apply for all that is needed to implement the activity, should an award be made.
4. Further, The GURA Manager, or staff person so assigned, will review CDBG applications to ensure the intent of the application is clear, and eligible under a CDBG regulation.
   a) Review eligible/ineligible activities at 24 CFR 570.201-207. Note activity's eligible regulatory citation on CDBG Activity Management Form (See Exhibit B).
   b) Review application for ineligible costs and note those on the CDBG Activity Management Form.
   c) Request additional information, as needed, if application doesn't adequately describe all parts of the proposed activity.
   d) GURA Manager will sign all applications indicating eligibility of proposed project/activity.

➢ **Policy – Award Minimum and Maximum**

The City does not impose a specific minimum or maximum award amount. The decision to award a Public Facility and/or Public Improvement will be based on the proposed activity meeting a Consolidated Plan priority first, then on the estimated Consolidated Plan Budget identified for those types of activities. Non-profit agency applicants are expected to provide the majority of the funding.

❖ **Procedure – Award Minimum and Maximum**

GURA staff will review applications for the percentage of CDBG vs the percentage of other funds to ensure that the application is not requesting that CDBG fund 100% of the proposed activity.

II. SUBRECIPIENT (WRITTEN) AGREEMENTS

The written agreement is a legally binding document executed between GURA (on behalf of the City of Greeley) and the organization receiving funds for the purpose of carrying out an eligible CDBG activity. CDBG regulations require that the City have written Agreements in effect for each subrecipient before giving out any CDBG funds. The written Agreement must remain in effect during any period that the subrecipient has control over any CDBG funds, including program income. The Agreements shall include the provisions required by CDBG regulations.

Federal Regulation – 24 CFR 570.503 Agreements with Subrecipients

✓ **Also reference Basically CDBG for Entitlements-Chapter Two-Activity Selection and Implementation, Section 2.2.4 Subrecipient Agreements**

A. Developing the Written Agreement – Public Facilities and Improvements

➢ **Policy – Written Agreements for Public Facilities and Improvements Projects/Activities**

GURA staff worked with the City's Attorney's office to develop templates for the Subrecipient Agreement (for non-profit agency-initiated activities) and Memorandum of Understanding (for City-initiated activities) that meet the requirements of the CDBG regulation noted and that are suitable for Public Facilities and Improvements activities. GURA will customize the pre-approved template

Agreements based on the specifics of each Public Facilities and Improvements project/activity. Written agreements will be reviewed and approved by the GURA Manager and the Economic Health and Housing Director, who, as Secretary to the GURA Board of Commissioners, is the Agreement signatory.

❖ **Procedure**

1. Prior to entering into an agreement, the City must have received notice of its annual allocation by letter from HUD and submitted the Annual Action Plan for the year of the project/activity to HUD for approval. Only those activities that equal $300,000 or less of the grant and must begin due to seasonal constraints may begin a bid process.

2. GURA staff will send out the written agreement upon completion of all application requirements. The environmental review may be in progress, but the Agreement must note the activity is not to begin and funds will not be committed until the environmental review is complete and the subrecipient has been provided with notice that the project/activity may proceed. If the environmental review is complete, and noted as such in the Agreement, signature on the Agreement acts as the proceed notice. If the environmental review is incomplete, the date of GURA's proceed notice will be the official start date. As applicable, the Release of Funds notice must be received by HUD for activities to begin.

III. INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM (IDIS)

A. Designation of GURA staff with IDIS responsibilities

➢ **Policy – IDIS Responsibilities for Public Facilities and Improvements Projects/Activities**

The City accepts responsibility for implementing accomplishments, receipts, draws, and reports into the IDIS system with regard to Public Facilities and Improvements projects/activities.

❖ **Procedure – IDIS Responsibilities for Public Facilities and Improvements Projects/Activities**

1. The Economic Health and Housing Director (or other staff member in an administrative capacity) will designate GURA staff members to be responsible for input into the Integrated Disbursement and Information System (IDIS). Duties must be divided among two or more people to ensure a checks and balance of the process.

2. The City's Finance Department will designate Finance staff person to the CDBG grant, who will be responsible for IDIS with regard to recording receipts, processing drawdowns to reimburse the City for CDBG Public Facilities and Improvements expenditures, ensuring draws occur in a timely manner, and maintaining the official records of the CDBG grant, including Public Facilities and Improvements projects/activities. The Finance Department will also designate a staff person to approval all IDIS draws.

3. The project/activity will be set up in IDIS and funded per the Agreement after the Agreement is fully executed. GURA staff will periodically review the IDIS reports and track written agreements, comparing approved projects with IDIS activities set up and all related reporting. Reports from the Subrecipient must be sufficient for GURA to accurately report on the costs and beneficiaries of the

project/activity. GURA staff will complete the project/activity in IDIS once all reports have been received and the GURA Manager has approved the final draw.

IV. IMPLEMENTING THE PROJECT/ACTIVITY

A. Scope of Work – Consistency with Approved Application

➢ **Policy – Completing according to application**

GURA will ensure public facilities and improvements activities are completed according to the applications.

❖ **Procedure**

GURA will designate a staff member who will be responsible for ensuring the Scope of Work is consistent with the approved application.

B. Drafting the Scope of Work

➢ **Policy – Drafting the Scope of Work**

GURA will work with City departments/divisions/programs and non-profit subrecipients on developing the Scope of Work for Public Facilities and Improvements projects/activities.

❖ **Procedure – Drafting the Scope of Work**

1. Public facilities and improvements owned by the City

The department/division/program awarded CDBG funds is responsible for development of a Scope of Work, using the approved application as a guide. Work not included in the application should not be included in the Scope of Work.

a) The GURA Manager, or other assigned GURA staff member, will convene a meeting of GURA staff involved with the activity, staff from the awarded department/division/program, and, as necessary, a staff member of the Finance Department to discuss the Scope of Work proposed and federal requirements pertaining to the activity, as deemed necessary.
   (1) It is recommended that Exhibit C-"Pre-Bid Subrecipient Meeting with GURA Staff Checklist" be utilized to guide the discussion with regard to federal concerns.

b) The GURA Manager, or other assigned staff member, will be tasked with project oversight and have a budget for Activity Delivery Costs associated specifically with the project/activity.

1. Public facilities owned by a non-profit agency

a) After award, the GURA Manager, or other assigned GURA staff, will be tasked with project oversight and technical assistance and have a budget for Activity Delivery Costs associated specifically with the project/activity. The GURA Manager, or other assigned GURA staff member, will convene a meeting of GURA staff involved with the activity, the non-profit agency subrecipient, and (as needed) a Finance Department staff member. Discussion should include those items noted in the attached Exhibit C-"Pre-bid Department Meeting Checklist".

b) That staff member will work directly with the awarded non-profit agency to develop a Scope of Work, using the approved application as a guide. Work not included in the application should not be included in the Scope of Work. (Non-profit agencies are not usually familiar with construction, procurement, construction contracts, etc. It is important to utilize the GURA staff expertise to ensure these projects are implemented correctly.)

c) The awarded non-profit agency may not put the Scope of Work out to bid until approved by the GURA staff person. Once approved by GURA staff, the Scope of Work should not be changed without GURA approval.

C. Finalizing the Scope of Work

1. All Scopes of Work should be provided to the GURA Manager, or other GURA staff assigned, prior to the project/activity being released for bid for review and approval.
2. The GURA Manager, or other GURA staff assigned, will review the Scope of Work to ensure it meets the language of the approved application and does not contain ineligible costs or work that was not identified in the approved application. The work should include only that approved in the application by City Council.
   a) If there are parts of the project/activity that includes work that were inadvertently omitted on the application, GURA staff will determine whether or not the work omitted is critical to the activity. If it is, GURA staff will take the change to the GURA Board of Commissioners, which may approve the additional work (as long as it is directly associated with the work described in the application).
3. Once the Scope of Work has been approved by the GURA Manager, it should not be changed without the GURA Manager's approval, and the project/activity will be considered to have met the application's proposal.
4. The GURA Manager, or other GURA staff member assigned, will continue to monitor and inspect the project/activity during construction to ensure the contractors do not deviate from the Scope of Work without a change order.
   a) The change order should not change the intent of the application that was approved.

D. Procurement, Bid Process, and Contracts

Federal Regulation – 2 CFR 200.318-324

➢ **Policy – Procurement – Awarding Bids per Federal Procurement and City of Greeley Policies for Public Facilities and Improvements Projects/Activities**

City departments/divisions/programs and non-profit agencies receiving a CDBG award for Public Facilities and Improvements projects/activities will follow Federal Procurement per 2 CFR 200.318-324 and the City's Procurement Policy as provided in the City's Purchasing Guides. The stricter of the two take precedence.

For Invitation to Bid solicitations (ITB) the City will award contracts to the low responsible and responsive bidder.

✓ **Also reference – Basically CDBG for Entitlements-Chapter 14-Procurement**

❖ Procedure – Procurement

1. The Finance Department-Purchasing Division is the lead for the City on procurement, the bid process, and contracts.
   a) The awarded department/division/program and GURA Manager, or other assigned staff, will work with the Purchasing Division on procurement of the goods, services, or construction and the bid process needed to complete the project/activity.
   b) The GURA Manager, or other assigned GURA staff, will provide technical assistance to non-profit subrecipients with regard to the procurement process.

2. The City will follow federal procurement guidelines for construction activities and its federal procurement checklist (for projects/activities undertaken by a City department/division/program) when implementing public improvements and/or facilities activities. The GURA staff will work with non-profit agencies on procurement to ensure federal procurement regulations are followed.
   a) To meet the General Procurement Standards of 2 CFR 200.318(a-k), GURA will also complete the GURA Procurement Checklist and maintain it as part of the project/activity file. (Exhibit E.)

3. To meet federal procurement regulations, City policy must include the following:
   a) Assurance that all purchases are handled fairly and in a manner that encourages full and open competition (responsibility of all involved departments/divisions/programs and/or non-profit subrecipients).
   b) That there will be documentation of how all procurements were handled (GURA Manager or other assigned GURA staff responsibility).

4. Pre-Bid Contractor Meeting for Interested Bidders
   a) The Purchasing Division will convene a pre-bid meeting for interested bidders to receive information about the proposed project/activity and pertinent information with regard to the bid and contracting process. GURA staff should be in attendance to review federal issues that pertain to the project/activity.

5. Conducting Sealed Bid Procurements
   a) Sealed bids (formal) should be used for **all construction contracts** or for goods costing more than $50,000, per City of Greeley policy.
   b) Competitive sealed bidding requires publicly solicited sealed bids and a firm-fixed-price lump sum or unit price contract is awarded to the responsive and responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is lowest in price.
   c) In order for formal advertising to be feasible, the following minimum conditions must be present:
      (1) A complete, adequate and realistic specification or purchase description is available.
      (2) Two or more responsible suppliers are willing and able to compete effectively for a grantee's business.
         i. In that case only one bid is received, staff will follow up with non-bidders to determine the reason for non-response. As applicable and needed, the bid documents will be adjusted, and the project/activity will be rebid. If, after a second bid process, at least two bids still aren't received, the project/

activity will be award to the one responding bidder, assuming a responsible bidder and responsive bid.

(3) The procurement lends itself to a firm fixed-price contract, and the selection of the successful bidder can appropriately be made principally on the basis of price.

d) When the competitive sealed bid (formal solicitation) process is used, the following requirements apply:
   (1) Publication Period: The invitation for bids must be publicly advertised and bids solicited from an adequate number of suppliers. The publication should be published at least once in a newspaper of general circulation, providing sufficient time (a minimum of 15 calendar days) prior to bid opening. If the publication period is not of sufficient time to attract adequate competition, the bid may have to be re-advertised.
   (2) Clear Definition: The invitation for bids, including specifications and pertinent attachments, must clearly define the items or services needed in order for bidders to properly respond to the invitation.
   (3) Public Opening: All bids must be opened publicly at the time and place stated in the invitation for bids. The public is allowed at that time to review the bids.
   (4) Selection and Contracting: A firm-fixed-price contract award must be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs must be considered in determining which bid is lowest.
   (5) Rejection of all Bids: All bids may be rejected when sound documented reasons exist. Such documentation shall be made a part of the files.
   (6) If a bid comes in low enough to allow for additional work (past what was bid), the increase will occur by change order. The change order must cite the reason the quantities were increased over what was bid.

e) **Requests for proposals**: The City may use competitive proposal procedures for qualifications-based procurement for architectural, engineering and other professional services where qualifications are evaluated and the most qualified is selected, subject to negotiation of fair and reasonable compensation. Requests for proposals must
   (1) Be publicized for no less than 15 days and identify all evaluation factors and their relative importance
   (2) Be solicited from at least three qualified offerors

f) GURA will assist non-profit agencies conducting a Public Facility activity with procurement to insure the appropriate procurement is conducted, followed, and documented in the activity file.

E. Contract Cost and Price

- **Federal Regulation – 2 CFR 200.324 – Contract and Price**

- **Policy –** The department/division/program or non-profit agency proposing a Public Facilities and/or Improvements project/activity will make an independent estimate of the project/activity cost prior to receiving bids or proposals. If contract modifications (change orders) exceed the City's $50,000 limit, a cost or price analysis must also be done prior to executing the change order.

- **Procedure – Cost and Price – estimates**

1. The department/division/program or non-profit agency and GURA will review the cost and price regulations at the noted CFR.
2. The department/division/program or non-profit agency will submit an estimate of the project/ activity cost to GURA for review, utilizing the CFR as guidance.
3. GURA will review bids received with the department/division/program or non-profit awarded CDBG funds and compare them to the cost estimate prior to awarding a contract.

F. Bid Process for Public Facilities and Improvements Projects/Activities

- **Policy – Bid Processes for Public Facilities and Improvements**
  The City will ensure that all bid processes are handled fairly and in a manner that encourages full and open competition

- **Procedure – Bid Processes for Public Facilities and Improvements**

1. The GURA Manager, or other designated GURA staff, will hold a pre-bid meeting for the CDBG subrecipient (City department/division/program or non-profit agency). Exhibit C-Pre-Bid Subrecipient Meeting with GURA Staff Checklist will be utilized as the outline for the pre-bid meeting.

2. The bid process defined in the City's Purchasing Policies and Procedures will be followed, with the Purchasing Division taking responsibility for ensuring their policies and procedures are followed. The City's Purchasing Division will be the City's lead on compliance reviews for procurement and bids. This will include monitoring the bid process to ensure the City's Guide detailing federal procurement standards is followed.

3. The City's Purchasing Division will maintain all bid and bid evaluation records and make them easily available to the department/division/program receiving the CDBG award and to GURA staff. Records must be maintained per federal regulations in 2 CFR 200.
   a) Prior to the final draw, GURA must have a copy of all documentation for the project/activity file.
   b) GURA must approve change orders.

4. Public Facilities-Non-profit agency application – A maximum budget will be approved by City Council. All work contracted for must fall at or under that maximum budget, or the non-profit subrecipient will need to provide the additional funds from another source. The work should include only that approved in the application by City Council. If small parts to the work needed were omitted, the GURA Board of Commissioners may approve the additional work (as long as it is directly associated with the work described in the application).

5. The City's Purchasing Division will provide the department/division/program receiving the CDBG award with a copy of the Checklist for Purchasing $50K and Over. Both the Purchasing Division and the department/division program receiving CDBG funds will maintain this checklist and ensure the responsibilities under "Responsible Party" are completed for its department/division/program.
   a) A copy of the completed form(s) should be provided to GURA with the final draw request.

6. The City Purchasing Division will offer a pre-bid meeting for interested contractors. The GURA Manager, or other designated GURA staff, will participate and, utilizing the Exhibit F-Pre-Bid Contractor Meeting-Review of Federal Issues checklist review for potential bidders the needs and implications of bidding on a federal (HUD) project/activity.
7. Bids not submitted with the bidder's DUNS number will be considered unresponsive and will not be opened. The DUNS number should be visible, either electronically or on the sealed envelope, without opening the bid.
8. Purchasing will verify via the sam.gov website that bidders have an "active" registration with "no exclusions". Verification will be done as part of the bid opening process to determine the bidder's responsiveness with regard to this federal requirement. The verification page must be printed and kept as part of the purchasing records and a copy provided to GURA.

G. Issuing the Notice to Proceed and Contracting

❖ **Procedure – Notice to Proceed and Contracting**

1. GURA will utilize the CDBG Project/Activity Notice to Proceed Checklist (Exhibit GI) to ensure the project/activity file has the needed documentation and issue a Notice to Proceed to the awarded department/division/program or non-profit agency (subrecipient) once all documentation has been provided by the department/division/program and/or non-profit subrecipient.
2. Upon receipt of the Notice to Proceed, the department/division/program and/or non-profit may send the contract for execution by all parties.

H. Activity Delivery Costs - Program Administrative Costs (PACs) v. Activity Delivery Costs (ADCs) – Public Facilities and Improvements

- Community Planning and Development Notice: CPD 13-07; Issued: August 23, 2013 Expires: August 23, 2014

CPD 13-07 notes that Activity Delivery Costs are those allowable costs incurred for implementing and carrying out eligible CDBG activities. All Activity Delivery Costs are allocable to a CDBG activity, including direct and indirect costs integral to the delivery of the final CDBG-assisted activity.

➢ **Policy – Activity Delivery Costs**

Where allowed by CDBG regulation and in accordance with CPD Notice 13-07, the City will charge Activity Delivery Costs to Public Facilities and Improvements projects. To do so, Activity Delivery Costs proposed as expenses to a project or activity will be reviewed to ensure that Program Administrative Costs are not charged as Activity Delivery Costs.

❖ **Procedure – Activity Delivery Costs**

Requesting Activity Delivery Costs (may also be called Project Management) will follow the following procedures:

1. During the CDBG annual process, GURA staff will identify probable applicants for Public Infrastructure and Improvements projects/activities and provide them with the Guidance to CDBG Applicants for Public Facilities and Improvements document.

2. During the CDBG annual process, GURA staff will identify applications for Public Facilities and/or Improvements and determine whether there will be costs that could be attributed to Activity Delivery Costs. (See Exhibit H.)
   a) GURA will identify staff who will charge time to Activity Delivery Costs, estimate the number of hours, note the per hour cost (time and benefits) for that staff person(s,) and submit a secondary activity application for that amount with the CDBG primary activity application.
   b) Public Works may also request Activity Delivery Costs for the activity, which should be estimated on the application; non-profits will have no Activity Delivery Costs on Public Facility activities.

3. GURA will provide Exhibit H (Job Duties of Persons Involved in CDBG Public Facilities and Improvements Projects) to these policies and procedures to Public Works or the non-profit applicant and discuss what is appropriate to change as Activity Delivery Costs.

4. Council-approved awards will include GURA's Activity Delivery Costs (may also be called Project Management) and, within the application, Activity Delivery Costs attributable to the department/division/program applying for CDBG funds for Public Facilities and/or Improvements.

5. GURA's Activity Delivery Costs' responsibilities will be included in the Subrecipient Agreement or Memorandum of Understanding.

6. GURA staff will work with the Finance Department to establish a project number within the financial system so that Activity Delivery Costs can be charged and tracked by CDBG project/activity.

I. Activity Delivery Costs - Program Administrative Costs (PACs) v. Activity Delivery Costs (ADCs) – Public Facilities and Improvements

➢ **Policy – Activity Deliver Costs for Public Facilities and Improvements**

GURA staff will request an Activity Delivery Cost budget for Public Facilities and Improvements projects/activities and follow the Activity Delivery Costs column of Exhibit H-Job Duties of Persons Involved in Public Facilities and Improvements Projects when determining what costs are allowable as Activity Delivery Costs. Inspections by GURA staff will be charged as Activity Delivery Costs. The assigned GURA staff member will maintain an Inspection Log with hours spent and what was done with regard to the CDBG project/activity.

➢ **Policy**

Hours from the Inspection and Activity Delivery Cost Time Report will be entered into the City's payroll system by assigned project number. Timesheets and the Inspection and Activity Delivery Cost Time Report will be maintained in GURA's project/activity files.

❖ **Procedure**

1. GURA will designate a staff person(s) prior to the start of Public Facility and/or Improvements projects/activities with authority to charge time to Activity Delivery Costs. Included will be the

responsibility to do on-site inspections during construction to ensure federal requirements are being met and the project/activity is implemented, conducted, and completed. Documentation of GURA staff's budget and responsibilities will be included in MOUs with other City departments/ divisions/programs and Subrecipient Agreements with other entities receiving CDBG funds.

2. The Inspection and Activity Delivery Cost Time Report (Exhibit I) will be utilized when conducting inspections by the GURA staff member responsible for inspections to make notes on progress, what was inspected, time spent, etc. Any time charged to a specific project/activity will have an entry on the Inspection Report.

3. Inspections will be periodic (at least twice a week) on randomly selected days of the work week. Inspector should note project/activity progress and verify project/activity is progressing appropriately. Photos of work progress should be taken during inspections and attached to the inspection report during construction, whenever feasible.

4. The GURA staff member assigned to inspections will maintain contact with Public Works or the non-profit awarded CDBG to ensure all critical steps of the activity are inspected.

5. The GURA staff member will transfer the time spent on each project/activity to his/her time sheet and ensure the accuracy of those number.

J. Draw(s) of CDBG Funds

1. GURA staff, in conjunction with City subrecipients, will identify the standard draw forms utilized by the City for construction contracts and list them on Exhibit J – Needed to Process Draws. The Exhibit will also note any other reports needed (such as a progress report, inspections reports, time cards, etc.). Draw requests will not be considered until all noted forms have been provided with each draw. Draw requirements will also be noted in the MOU.
    a) Non-profit subrecipients will be provided with Exhibit J, which will contain the draw needs' excerpts from the subrecipient agreement. Draws will not be processed without all identified documentation.
2. The GURA Manager, or other assigned GURA staff, will note the draw on Exhibit K-CDBG Expense Tracking Form, and in doing so verify that the presented information has been correctly accounted for, that there are funds available, and what the balance of funds remaining is.

3. The GURA Manager, or other assigned GURA staff, will complete Exhibit L-Draw Approval Checklist documenting that everything needed was received prior to approval of the draw. The Draw Approval Checklist will be submitted to Finance as part of the draw documentation, signifying that GURA staff has reviewed and approved the draw(s).

K. Federal Labor Standards Regulations

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall comply with federal labor standards regulations.

Federal Regulations – 24 CFR Subpart K, 570.603-Labor Standards

HUD Grantees are responsible for the following cross-cutting regulations with regard to labor standards, which are not HUD regulations:

- Labor Standards – Section 110; which encompasses:
    - Davis Bacon Act – 40 USC, Chapter 3, Section 276a-276a-5 and 29 CFR Part 1, 3, 5, 6 and 7;
    - Copeland Anti-Kickback Act – 40 USC, Chapter 3 Section 276c; 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3;
    - Contract Work Hours and Safety Standards Act – 40 USC Chapter 5, Sections 326-332; 29 CFR Part 4, 5, 6 and 8; and 29 CFR Part 70 to 240
- Section 3 of the Housing and Urban Development Act of 1968, as amended

✓ **Also reference Basically CDBG for Entitlements-Chapter Sixteen-Labor Standards**

1. The payment of Davis Bacon wage rates is applicable to all CDBG construction contracts exceeding $2,000 and to all related subcontracts. Under the labor laws, the prime or general contractor is responsible for full completion with applicable requirements, including all employers/ subcontractors on the project. The City is responsible for the administration and enforcement of the requirements to ensure compliance. Demolition, by itself, is not considered to be construction, alteration, or repair, and therefore Davis-Bacon wage requirements are not typically triggered by demolition work alone. If, however, demolitions work is part of a larger, planned construction project, then the demolition work is considered to be part of the overall project and is subject to Davis-Bacon wage requirements.

2. The GURA Manager (or other designated GURA staff member) will be responsible for ensuring the Acts noted above are followed for projects/activities involving Public Facilities and Improvements, including providing a preliminary wage determination and ensuring that the most up-to-date determination is utilized for the bidding process.

3. The GURA Manager, or other designated GURA staff member, will set up a Labor Standards file (separate from the main project/activity file). To demonstrate compliance with labor standards, at least the following documentation must be included:
    a) Bid and contract documents with the labor standards clause and wage decision
    b) Payroll forms from the contractor and subcontractors, including signed statements of compliance
    c) Documentation of on-site job interviews and review of the corresponding payroll to detect any discrepancies
    d) Documentation of investigations and resolutions to issues that may have arisen
    e) Enforcement reports

4. GURA will maintain labor standards records in a locked file cabinet and/or room to protect persons whose information was collected.

5. The Labor Standards file will be marked with notation that it must be kept for five (5) years past the project/activity completion. To appropriately follow the guidelines outlined in the Labor Relations Letter 2006-02 and to minimize risk of improper and/or unnecessary disclosure, the following will occur:

a) Sensitive materials will be kept secret at all times (locked file cabinet and/or office)
b) Social Security Numbers will not be included on documents and records unless absolutely necessary
c) The identity of any informant will not be disclosed unless necessary and only if authorized by the informant
d) Documents and records containing sensitive information will be disposed of responsibly

6. The GURA Manager (or other designated GURA staff member) will responsible for the following with regard to Labor Laws and Requirements:
   a) Identification of projects/activities that require adherence.
   b) Ensure that all applicable labor standards language and the appropriate wage decision are in the bid and contract documents. The labor clauses in HUD-4010, the applicable wage rate decisions, and any additional classifications must be a physical part of the bid package.
      (1) Consult with HUD if there are questions about properly identifying the type of wage determination and/or modifications.
      (2) Request additional classification and wage rates, as needed, from HUD. Requests may be forwarded to the Department of Labor for final determination.
      (3) Ten days prior to bid opening, check to see if the wage determination has been modified, and, if so, notify all potential bidders in conformance with local procurement procedures.
      (4) If a contract has been awarded, but construction has not begun within 90 days of the award, determine if there have been any modifications to the issued wage determination. Ensure contractor adheres to the modified wage determination.
   c) Enforce labor standards requirement during construction.
   d) Present labor standards requirements at pre-construction conference, if deemed necessary by the GURA Manager.
   e) Review payrolls
   f) Conduct on-sight interviews
   g) Verify that labor standards compliance is being met prior to issuing draw approval
   h) Verify prior to issuing final payment that the following are completed:
      (1) All weekly payrolls and Statements of Compliance have been received and discrepancies, if any, resolved.
      (2) All discrepancies identified through job interviews have been resolved.
      (3) Labor Standards file is complete
   i) If restitution for underpayment of wages is required, the GURA Manager, or other GURA staff assigned as the labor standards monitor, will follow the steps identified in Basically CDBG-Chapter 16-Labor Standards-16.1.4-Restitution for Underpayment of Wages to reach compliance with labor standards requirements.

7. The GURA Manager, or other designated GURA staff, will report to the Department of Labor via HUD on all covered contracts awarded and on all enforcement actions taken every six months (HUD form HUD-4710; instructions at HUD-4710i) .

8. The work and costs associated with the noted Acts will be tracked on the Inspection and Activity Delivery Cost Time Report and charged as an Activity Delivery Cost, if the costs are to a specific project activity. General question, research, and technical assistance with regard to the Acts noted will be charged as CDBG Program Administration Costs.

V. PROJECT/ACTIVITY CLOSEOUT

GURA staff shall initiate closeout procedures for a subrecipient when:

- All costs to be paid with CDBG funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs
- The work to be financed with CDBG has been completed
- The subrecipient's other responsibilities (as outlined in the grant agreement) have been met, or if the GURA staff determines that there is no further benefit in keeping the agreement open for the purpose of securing performance

❖ Procedure

A. GURA staff shall require the subrecipient to provide the following documents within 90 days of project completion or upon notification:

1. A final performance or progress report
2. An accounting of all funds expended for the project/activity (report from the City's financial system or other report), including grant funds, program income used, and other funds utilized in the project/activity
3. Copied on email request for Final Notice of Payment advertisement and the final request for payment
4. As applicable, a final inventory of property in the subrecipient's possession that was acquired or improved with CDBG funds

B. Upon receipt of acceptable closeout documents from the subrecipient, listed above, GURA staff complete Exhibit M-CDBG Funding Closeout Report, verify that subrecipient agreement dates were met (or amend accordingly), and provide the subrecipient with the closeout agreement (Exhibit N) for execution. The closeout agreement shall specify:

1. Any closeout costs or contingent liabilities subject to payment with CDBG funds after the closeout agreement is signed
2. The amount and proper disposition of any unused CDBG funds
3. The subrecipient's responsibilities after closeout, including:
   a) The City's right to disallow costs and/or recover funds on the basis of a later audit or review
   b) The subrecipient's obligation to return funds due to subsequent refunds, corrections, or other transactions
   c) Record retention requirements
   d) Property management and disposition requirements
   e) Audit requirements
   f) Provisions established as a result of special circumstances

4. The GURA Manager, or other assigned GURA staff, will complete Exhibit N-CDBG Project Closeout Agreement and present it to the appropriate signatory/responsible subrecipient part for completion. The executed form will be maintained as part of GURA's project/activity file demonstrating project/activity completion.

SECTION TBD

PUBLIC SERVICE ACTIVITIES

Key:

- Denotes CDBG federal regulation citation or other federal document (such as a CPD Notice)
- ➢ Denotes a City policy
- ❖ Denotes City procedures to implement the federal regulations and City policies
- ✓ Denotes other reference materials to assist with Public Services activities

I. PROGRAM GUIDELINES

A. Public Services - General

Federal Regulation – 24 CFR 570.201(e) Basic Eligible Activities (Public Services)

✓ **Also reference Basically CDBG for Entitlements-Chapter Six-Public Services**

➢ **Policy – Public Services**

1. The City of Greeley may choose to use CDBG funds to provide public services that are eligible under CDBG regulations (and not specifically ineligible). Eligible costs include labor, supplies, materials, or to operate and/or maintain the portion of a facility in which the public service is located (including lease of a facility, equipment, and other property needed for the public service), but non-profit administrative costs. CDBG must support a specific service provided.

2. The City will not obligate more than 15% of its annual CDBG award to public service activities.

3. The City will not include program income when calculating the 15% cap, although it is allowable under CDBG regulations.

4. The City will only consider applications requesting a minimum of $10,000 in CDBG funding needed. No maximum request limit is set.

5. The City will consider public services applications that meet one of the following national objectives:
   a) Area benefit
   b) Limited clientele benefit
   c) Urgent need

6. The City will ensure the eligibility of Public Service activities projects/activities through its procedures, noted below.

- **Procedures – Public Services Eligibility/Ineligibility**

- **Policy – Use of CDBG outside of GURA city boundaries**

  See separate policies and procedures for utilizing CDBG funds outside of GURA city boundaries.

1. The City will determine eligibility of a request during the annual review of CDBG applications and will document eligibility in the activity file. Applications will provide sufficient information for the City to document the following:
   a) The service to be provided
   b) The targeted beneficiary type and number expected to be served
   c) The annual budget for the activity for which CDBG support is requested

2. By regulation, public services must be either a new service or a quantifiable increase in the level of an existing service which has been provided by the grantee or another entity on its behalf through State or City funds in the 12 months preceding the submission of the City's Annual Action Plan. City will document in the activity file whether the activity is a new service or an increase in service.
   a) The City has not supported public service activities with its General Funds since 2015.
   b) Should the service level decrease and was the result of events not within control of the City, the City will submit a request to HUD to make an exception of the increase in service requirement.
   c) The City will follow these steps to determine if or how a public service is eligible under this section of the policies and procedures:
      (1) If the service is NEW, it may be funded.
      (2) If a service is existing, determination will be made as to whether it was provided by or on behalf of the City with local or state funding
         (a) If it WAS NOT provided on or behalf of the City with local or state funding, it may be funded.
         (b) If it WAS provided by or on behalf of the City with funding from the state or local government, GURA will determine whether the proposed service will be a quantifiable increase in the level of service. If it can be documented, it may be funded.
      (3) The City may continue to provide funding to a CDBG-funded public service at the same or decreased level of service in subsequent program years.

3. These policies and procedures do not cover microenterprise activities, job training and job placement services, activities of a Community-Based Development Organization (Greeley has no CBDOs), or services pursuant to a Neighborhood Revitalization Strategy Area (there are no NRSAs in Greeley).

4. The City will verify at the time of public service activities' applications that there are no ineligible activities by reviewing the regulations regarding ineligible activities.

- **Procedures - Public Services – Annual Cap of Public Services**

1. During the annual CDBG application process, the City will identify all public activities proposed for approval and the associated award. As part of the Action Plan budgeting process, GURA staff will ensure that the proposed obligation does not exceed 15% of the anticipated grant.

a) After the actual award is known, GURA staff will review the public services awards percentage to verify it does not exceed 15% of the actual CDBG grant award.

❖ Procedures – National Objectives

GURA staff will make use of the HUD-provided National Objective Codes chart to determine the appropriate national objective, which, for the City and the types of public service activities funded, may be Low-Mod Area (LMA), Low-Mod Clientele (LMC), or Urgent Need (URG). The national objective will be documented in the activity file. The following guidance will be utilized when determining the appropriate national objective.

1. Low-Mod Area

   GURA staff will set the benefit area at the time applications are received and do an initial verification that the activity proposed is in a Census Tract or Block Groups that have at least 51% low-moderate-income residents. The most current income percentages by Block Group, as provided annually by HUD will be used to make this initial determination. The public service must be available to all residents of the area, whether or not the household has a low-moderate income household. The identified neighborhood must be primarily residential.

   a) GURA staff will maintain the following documentation as part of the activity file:
      (1) Boundaries of the service area
      (2) Documentation that area is primarily residential (map of service area)
      (3) Documentation of income characteristics in the service area (using HUD information provided or map services from HUD with that information)

2. Low-Mod Clientele

   Limited Clientele activities benefit a specific targeted group of persons, of which at least 51% must be low-moderate-income. GURA staff will review applications and require income and family size data from subrecipients to meet this requirement. File documentation will demonstrate:

   a) At least 51% of the people/households receiving the service are LMI, with beneficiary family sizes and incomes in each activity file.

➢ Policy – Self-certification of income and income verification

See separate policies and procedures for self-certification of income and income verification.

   b) Administrative procedures, intake/application forms, and income limits in place at the beginning of each application year and at the start of an activity
   c) Documentation may show the group to be served is in a "presumed benefit" category (abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS, and/or migrant farm workers. Presumed benefit categories of people do not have to provide income verification.

➢ Policy – Definition of elderly

See separate policies and procedures for City's definition of "elderly".

d) Documentation may show that the activity is of a nature and in a location that it may be concluded that the activity's clientele are LMI.

3. Urgent Need

Public service activities may qualify under the Urgent Need National Objective if the service is designed to alleviate existing conditions that pose a serious and immediate threat to the health or welfare of the Greeley residents and meet the following conditions:

a) The conditions are of recent origin or recently became urgent (generally within the past 18 months).
b) The grantee is unable to finance the activity on its own
c) Other funding sources are not available.

II. PUBLIC SERVICE APPLICATIONS

A. Application Process

➢ **Policy - Applications**

Applications for public facilities and improvements will be accepted annually as part of the "Annual CDBG Process". If funds are available and the City deems it necessary to accept applications outside the normal process, it will through a Substantial Amendment to whatever is the current Annual Action Plan.

❖ **Procedure - Applications**

1. GURA staff will provide Public Services applicants with the current CDBG application and the "Guidance to CDBG Applicants for Public Services" document. This document will be an attachment to the email with the application at the start of the CDBG annual process (June 1 annually) and provides information as to eligible activities and costs and ineligible activities. (See Exhibit A.)

2. GURA staff will review CDBG applications for public services following the guidelines in the CDBG Annual Process procedures to ensure that the application request meets a priority of the City's current Consolidated Plan, is eligible and feasible, and to identify the national objective to be met. Applications that do not clearly demonstrate a Consolidated Plan priority, CDBG eligibility, and a national objective will not be processed.

3. GURA staff will provide technical assistance to public services applicants to ensure the application process, eligible/ineligible costs, minimum/maximums, and obligations of CDBG subrecipients, etc. are understood.

4. Further, GURA staff, will review CDBG applications to ensure the intent of the application is clear, and eligible under a CDBG regulation.
    a) Review eligible/ineligible activities at 24 CFR 570.201-207. Note activity's eligible regulatory citation on CDBG Activity Management Form (See Exhibit B).
    b) Review application for ineligible costs and note those on the CDBG Activity Management Form.
    c) Request additional information, as needed, if application doesn't adequately describe all parts of the proposed activity.

d) GURA Manager will sign all applications indicating eligibility of proposed activity.

5. GURA staff will follow its CDBG Annual Process policies and procedures for all parts of the application review, public input, reviews, and approval of annual budgets.

6. All applications, supporting application information, and applicable correspondence will be placed in the activity file. Files will be maintained in a secure place with limited access by unauthorized personnel.

III. SUBRECIPIENT (WRITTEN) AGREEMENTS

The written agreement is a legally binding document executed between GURA (on behalf of the City of Greeley) and the organization receiving funds for the purpose of carrying out an eligible CDBG activity. CDBG regulations require that the City have written Agreements in effect for each subrecipient before giving out any CDBG funds. The written Agreement must remain in effect during any period that the subrecipient has control over any CDBG funds, including program income. The Agreements shall include the provisions required by CDBG regulations.

- **Federal Regulation – 24 CFR 570.503 Agreements with Subrecipients**

- ✓ **Also reference Basically CDBG for Entitlements-Chapter Two-Activity Selection and Implementation, Section 2.2.4 Subrecipient Agreements**

A. Subrecipient Agreements for Public Services

- **Policy – Written Agreements for Public Services Activities**

GURA staff worked with the City's Attorney's office to develop templates for the Subrecipient Agreement for non-profit agency-initiated activities that meet the requirements of the CDBG regulation noted and that are suitable for Public Services activities. GURA will customize the pre-approved template Agreements based on the specifics of each Public Services activity. Written agreements will be reviewed and approved by the GURA Manager and the Economic Health and Housing Director, who, as Secretary to the GURA Board of Commissioner, is the Agreement signatory.

- **Procedures – Written Agreements**

1. Prior to entering into an agreement, the City must have received notice of its annual allocation by letter from HUD and submitted the Annual Action Plan for the year of the project/activity to HUD for approval. Only those activities that equal $300,000 or less of the grant and must begin due to the need to continue an on-going public service. GURA staff will identify activities that could begin under the $300,000 allowance.

2. GURA staff will conduct and complete the appropriate environmental reviews for activities prior to entering into the Subrecipient Agreement.

3. GURA staff will enter into Subrecipient Agreements and maintain the executed Agreements in the activity files. The Agreement is considered fully executed after the appropriate GURA staff member has signed the Agreement (generally the Department Executive Director responsible for GURA).

4. GURA staff will periodically review the IDIS reports and track written agreements, comparing approved activities with IDIS activities set up and all related reporting.

5. Agreements will be amended, as needed, for the Subrecipient to utilize all of the award funds.

IV. INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM (IDIS)

A. Designation of GURA staff with IDIS responsibilities

➢ **Policy – IDIS Responsibilities for Public Services**

The City accepts responsibility for implementing accomplishments, receipts, draws, and reports into the IDIS system with regard to Public Services activities.

❖ **Procedure – IDIS Responsibilities for Public Services Activities**

1. The Economic Health and Housing Director (or other staff member in an administrative capacity) will designate GURA staff members to be responsible for input into the Integrated Disbursement and Information System (IDIS). Duties must be divided among two or more people to ensure a checks and balance of the process.

2. The City's Finance Department will designate Finance staff person to the CDBG grant, who will be responsible for IDIS with regard to recording receipts, processing drawdowns to reimburse the City for CDBG Public Facilities and Improvements expenditures, ensuring draws occur in a timely manner, and maintaining the official records of the CDBG grant, including Public Services activities. Additionally, a Finance staff person will be assigned to approve draws in IDIS.

3. The project/activity will be set up in IDIS and funded per the Agreement after the Agreement is fully executed. GURA staff will periodically review the IDIS reports and track written agreements, comparing approved projects with IDIS activities set up and all related reporting. Reports from the Subrecipient will be sufficient for GURA to accurately report on the costs and beneficiaries of the project/activity. GURA staff will complete the project/activity in IDIS once all reports have been received and the GURA Manager has approved the final draw.

V. IMPLEMENTING THE ACTIVITY

A. Scope of Work – Consistency with Approved Application

➢ **Policy – Completing according to application**

GURA will ensure infrastructure activities are completed according to the applications.

❖ **Procedure**

GURA will designate a staff member who will be responsible for ensuring the Scope of Work is consistent with the approved application. Generally, this will be the GURA Manager or Grant Specialist.

B. Issuing the Notice to Proceed

❖ **Procedure – Notice to Proceed**

1. GURA will provide the Subrecipient with the fully executed Subrecipient Agreement, which shall constitute notice to proceed with implementing the activity.

C. Activity Delivery Costs - Program Administrative Costs (PACs) v. Activity Delivery Costs (ADCs) – Public Services

Community Planning and Development Notice: CPD 13-07; Issued: August 23, 2013 Expires: August 23, 2014

CPD 13-07 notes that Activity Delivery Costs are those allowable costs incurred for implementing and carrying out eligible CDBG activities. All Activity Delivery Costs are allocable to a CDBG activity, including direct and indirect costs integral to the delivery of the final CDBG-assisted activity.

➢ **Policy – Activity Delivery Costs**

The City will not impose Activity Delivery Costs to public services activities. All staff costs associated with public services activities will be considered program administrative costs.

D. Draw(s) of CDBG Funds

1. The process by which Subrecipients may request draws of funds will be set forth within the Subrecipient Agreement. Forms will be standard for all public services activities and provided within the Subrecipient Agreement. Draw requests will not be considered until all noted forms have been provided with each draw.
    a) Non-profit subrecipients will be provided with Exhibit C, which will contain the draw needs' excerpts from the subrecipient agreement. Draws will not be processed without all identified documentation.
    e) GURA Manager, or other assigned GURA staff, will note the draw on Exhibit D-CDBG Expense Tracking Form, and in doing so verify that the presented information has been correctly accounted for, that there are funds available, and what the balance of funds remaining is.

    f) The GURA Manager, or other assigned GURA staff, will complete Exhibit E-Draw Approval Checklist documenting that everything needed was received prior to approval of the draw. The Draw Approval Checklist will be submitted to Finance as part of the draw documentation, signifying that GURA staff has reviewed and approved the draw(s).

VI. PROJECT/ACTIVITY CLOSEOUT

A. Completion of Activity Draw

GURA staff shall initiate closeout procedures for a subrecipient when:

1. All costs to be paid with CDBG funds have been incurred.
2. The work to be financed with CDBG has been completed.

3. The subrecipient's other responsibilities (as outlined in the grant agreement) have been met, or if the GURA staff determines that there is no further benefit in keeping the agreement open for the purpose of securing performance.

❖ **Procedure**

GURA staff shall require the subrecipient to provide the following documents within 90 days of project completion or upon notification:

1. A final performance or progress report
2. An accounting of all funds expended for the project/activity (report from the City's financial system or other report), including grant funds, program income used, and other funds utilized in the project/activity
3. A final request for payment
4. As applicable, a final inventory of property in the subrecipient's possession that was acquired or improved with CDBG funds

B. Activity Closeout

Upon receipt of acceptable closeout documents from the subrecipient, listed above, GURA staff complete Exhibit F-CDBG Funding Closeout Report, verify that subrecipient agreement dates were met (or amend accordingly), and provide the subrecipient with the closeout agreement (Exhibit G) for execution. The closeout agreement shall specify:

1. Any closeout costs or contingent liabilities subject to payment with CDBG funds after the closeout agreement is signed
2. The amount and proper disposition of any unused CDBG funds
3. The subrecipient's responsibilities after closeout, including:
    a) The City's right to disallow costs and/or recover funds on the basis of a later audit or review
    b) The subrecipient's obligation to return funds due to subsequent refunds, corrections, or other transactions
    c) Record retention requirements
    d) Property management and disposition requirements
    e) Audit requirements
    f) Provisions established as a result of special circumstances

4. The GURA Manager, or other assigned GURA staff, will complete Exhibit G-CDBG Project Closeout Agreement and present it to the appropriate signatory/responsible subrecipient part for completion. The executed form will be maintained as part of GURA's project/activity file demonstrating project/activity completion.

VII. PUBLIC SERVICE ACTIVITY MONITORING

Refer to the City's policies and procedures for monitoring CDBG applications.

GREELEY URBAN RENEWAL AUTHORITY
Memorandum

TO:	GURA Board of Commissioners
RE:	Substantial Amend to 2020 Consolidated Plan and 2020 Action Plan
FROM:	J. R. Salas, GURA Manager
DATE:	July 14, 2021

By letter dated September 11, 2020, Mayor John Gates was notified that the City of Greeley was eligible to receive a second round of CARES Act Funding through Community Development Block Grant Coronavirus (CDBG-CV 3) funds. This award was for $526,790 and is in addition to the $423,277 received in the first round of CARES Act funding. This brings the amount of CARES Act funding the City is eligible for to $1,020,067. The grants are specifically for the preparation for, prevention of, and response to the COVID-19 pandemic.

The Substantial Amendment contains the following, either changes to the Amendment for CDBG-CV-1, or to add the CDBG-CV 3 funds and activities:

Proposed Substantial Amendments

1. Add CDBG-CV 1 Priority D - Acquire and/or rehab a public facility to serve as a cold weather shelter, housing navigation center, or other type of day-use center/facility for persons vulnerable to contracting and/or spreading COVID-19.
2. Amend the activities and budgets for identified priorities, as noted in the table within the Substantial Amendment. The Priority A and B activities and funding were combined to fund a shelter/isolation facility for vulnerable homeless persons (Bonell Non-Congregate Shelter). Remaining funds will move to Priority D. Program administration reduces slightly.
3. Add funding source: CDBG-CV 3 - $526,790
4. Add CDBG-CV 3 Administrative budget and Priority A - Acquire and/or rehab housing for persons vulnerable to contracting and/or spreading COVID-19, particularly persons who are homeless or have other special needs.
5. Budget the CDBG-CV 3 funds in the manner shown in the Amendment.

HUD grantees have until August 16, 2021 to apply for the CDBG-CV 3 funds; City Council will review the Board's recommendations; it is expected they will approve the proposed on July 20, 2021. A public comment period will continue through July 30, 2021, after which the Amendment will be submitted to HUD for approval.

Staff Recommended Vote

Recommend to the Greeley City Council approval of the Substantial Amendment to the 2020-2024 Consolidated Plan and 2020 Action Plan for the activities and budgets cited within the Amendment.

CITY OF GREELEY, COLORADO

CARES ACT FUNDS SUBSTANTIAL AMENDMENT
TO THE 2020-2024 CONSOLIDATED PLAN and
2020 ANNUAL ACTION PLAN

Public Comment Period – July 15, 2021-July 20, 2021

Prepared by the Greeley Urban Renewal Authority
1100 10th Street, Suite 201
Greeley, CO 80631
Benjamin L. Snow, Economic Health and Housing Director

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CARES ACT SUBSTANTIAL AMENDMENT
TO THE 2020-2024 CONSOLIDATED PLAN AND 2020 ACTION PLAN
TO AMEND ACTIVITIES AND FUNDING FOR CDBG-CV 1 (FIRST ROUND)
AND
ADD COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS 3rd ROUND (CDBG-CV 3)
FUNDS AND ACTIVITIES

Cares Act Background

On March 27, 2020, the United States Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136. The bill provided $5 billion in Community Development Block Grant (CDBG) funds to rapidly respond to COVID-19. The U. S. Department of Housing and Urban Development (HUD) allocated $2 billion of that the same day. This constituted the first round of CDBG-Coronavirus (CDBG-CV) funds. In the second round, $1 billion was allocated to States and insular areas. The final (third round) $2 billion was allocated on September 11, 2021. As an entitlement community, the City of Greeley was awarded $493,277 in the first round of allocations and $526,790 in the third (cumulative $1,020,067). All funds must be used specifically to prevent, prepare for, and/or respond to the COVID-19 pandemic.

First Substantial Amendment for CDBG-CV Funds

A Substantial Amendment was prepared for the first round of funding and was submitted to HUD with four activities identified: Public facility support, including move and extend the Cold Weather Shelter; support the Personal Isolation Facility at Bonell; Emergency Rental Assistance; and program administration. The only activity outside of program administration to be implemented with the use of CDBG-CV 1 funds was the facility at Bonell; it continued to operate as the Non-Congregate Homeless Shelter at the Bonell Campus (Bonell Shelter) for vulnerable homeless persons after the Isolation Facility closed.

Qualifying as a Substantial Amendment

A Substantial Amendment to the City's Consolidated Plan/Annual Action Plan for use of its grants from the U. S. Department of Housing and Urban Development is required any time one of the following occurs:

1. A change is made to allocation priorities or the method of distribution of funds;
2. To implement an activity not previously described in the action plan, using funds from any program covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD; or
3. There is a change the purpose, scope, location, or beneficiaries of an activity.

Proposed Substantial Amendments

1. Add CDBG-CV 1 Priority D - Acquire and/or rehab a public facility to serve as a cold weather shelter, housing navigation center, or other type of day-use center/facility for persons vulnerable to contracting and/or spreading COVID-19.
2. Amend the activities and budgets for identified priorities, as noted in the table following. The Priority A and B activities and funding were combined to fund a shelter/isolation facility for vulnerable homeless persons (Bonell Non-Congregate Shelter). Remaining funds will move to Priority D. Program administration reduces slightly.

CDBG-CV I Uses	Budget by Priority - Initial	Amended Budget Proposed
CDBG-CV 1 Award	**493,277.00**	**493,277.00**
Administration – (approximately 18% of an allowable 20%)	**89,777.00**	**88,273.64**
Administration		
Priority A	**165,660.00**	**0.00**
Identified activity Priority A – Move and extension of Cold Weather Shelter		
Unidentified activities under Priority A		
Priority B	**37,840.00**	**180,003.36**
Identified activity under this priority – Personal Isolation Facility/Shelter services – Goal 1 Public Service; 75 people		
Priority C	**200,000.00**	**0.00**
Emergency Rental Assistance, COVID-19-related		
Priority D		**225,000.00**
Support the acquisition and/or rehab of new congregate Cold Weather Shelter, Housing Navigation Center, or other type of day-use center/facility with social distancing for COVID-19 – Goal 1 Public Facility; 100 people		

3. Add funding source: CDBG-CV 3 - $526,790
4. Add CDBG-CV 3 Administrative budget and Priority A - Acquire and/or rehab housing for persons vulnerable to contracting and/or spreading COVID-19, particularly persons who are homeless or have other special needs.
5. Budget the CDBG-CV 3 funds in the following manner:

CDBG-CV 3 Uses	Budget Proposed
CDBG-CV 3 Award	526,790.00
Administration – (14.65% of an allowable 20%)	**76,790.00**
Administration	
Priority A	**450,000.00**
Support acquisition and/or rehab of existing buildings for multi-family housing for persons vulnerable to the spread of COVID – Goal 1 housing development; 75 people	

Analysis
This proposal qualifies as a substantial amendment because it meets all of the three instances noted in the Qualifying as a Substantial Amendment section. The Substantial Amendment will be to the 2020-2024 Consolidated Plan and 2020 Annual Action Plan.

Meeting a National Objective
The CDBG-CV funds allocated under the CARES Act must be used specifically for the preparation for, prevention of, and response to the COVID-19. All CDBG-CV activities must still meet a National Objective of the CDBG Program:

- Benefit low-and-moderate income people (minimum of 70% of the CDBG-CV grant)
- Aid in the prevention or elimination of slum or blight
- Meet an urgent need

Citizen Participation Requirements
Substantial Amendments are required to follow the City's Citizen Participation Plan, which requires a public comment period of 30 days with 10 days' notice of upcoming comment periods and public hearings.

- Virtual public hearings, to comply with federal and local orders (social distancing, stay-at-home, etc.) are allowable and how notice will be provided is a part of the Citizen Plan Amendment.

Consultation
The consultations requirement for the Consolidated Plan were met prior to its submittal to HUD on March 31, 2020. However, due to the nature of the needs for which CDBG-CV funds are to be used, City staff notified non-profit agencies considered to be "CDBG Partners" with the City with regard to changes/additions being proposed. These agencies are the "boots on the ground" and work daily with low- moderate-income residents affected by COVID-19. Notification of the upcoming Substantial Amendment and request for comments/ideas was emailed to the partner group on May 21, 2021 with a request for response by June 1, 2021. Additionally the partner group was provided with the Substantial Amendment (on June 17, 2021) with request for comments by July 30, 2021. Any comments received from the City's CDBG partner group are included in the Substantial Amendment.

Citizen Participation
The City is required to consult the public in the manner described in its Citizen Participation Plan, as amended, to address priorities added to the Consolidated Plan utilizing CDBG-CV. The Public was consulted in the following manner:
These are subject to update, as they are for the most part future dates.

1. The Substantial Amendment was available for review by the general public for a 30-day period beginning 8:00 a.m. June 30, 2021 and ending at 5:00 p.m. on July 30, 2021. Notice of the comment period was provided through legal ads in the Greeley Tribune (published June 19, 2021 in English and Spanish) and on the City's website – www.greeleygov.com.
2. The Citizens Committee for Community Development members were mailed the Substantial Amendment for comment on June 17, 2021 and asked to have comments returned by 5:00 p.m. July 30, 2021.
3. Two public hearings were held, per the City's Citizen Participation Plan.

   A. GURA Board of Commissioners**:** Ad published July 2, 2021; public hearing date July 14, 2021 at 4:30 p.m.
   B. Greeley City Council**:** Ad published July 7, 2021; public hearing date July 20, 2021 at 6:00 p.m.
4. Written comments on the Substantial Amendment were accepted during the comment period noted above or by comment at one of the public hearings.

Public Comment Received

A 30-day public comment period was held from 8:00 a.m. June 30, 2021 through 5:00 p.m. July 30, 2021. The following comments were received.

- *Enter any public comments received here on change in use of funds and addition of additional uses.*

Approvals

The following approvals are anticipated.

- Approval to recommend the Substantial Amendment to the Greeley City Council was given on July 14, 2021 by the GURA Board of Commissioners.
- Approval to the Substantial Amendment was given by the Greeley City Council on July 20, 2021; however, public comment continued through July 30, 2021.

References

- City of Greeley Consolidated Plan for Years 2020 -2024 and 2020 Action Plan and Draft of the Substantial Amendment, link: www.greeleygov.com/services/ehh/greeley-urban-renewal-authority

Otis & Bedingfield, LLC

Memo

To: Greeley Urban Renewal Authority Board

From: Fred L. Otis, Attorney

Date: June 25, 2021

Re: 5th Amendment to Laser Lease on 8th Street Property

GURA Staff has negotiated with Superior Oilfield Services, Co., Ltd, which does business as Laser Oilfield Services ("Laser") to extend the 8th Street Mining Lease on the Meyer Property ("Property") until June 9. 2022 for the sole purpose of completing the Laser Reclamation Plan.

Mining on the site has stopped and Laser has the obligation to complete the Reclamation Plan that is filed with the Division of Mined Land Reclamation ("DRMS"), or Laser will forfeit its bond. DRMS recently did an inspection of the property and has determined that the reclamation that was started in 2019 is incomplete, due in large part to the need to reseed and replant vegetation. To complete the Reclamation Plan, Laser needs access to the site.

The attached 5th Amendment of Mining Lease ("5th Amendment") allows access to Laser for the sole purpose of completing the Reclamation Plan, which must be complete by June 9, 2022. Other important terms in the 5th Amendment:

1. Laser reaffirms its obligation to reclaim the site.
2. If GURA finds a use for the Property, GURA can terminate the extended term early, but it must assume responsibility for the Reclamation Plan and Laser must cooperate with such a transfer.
3. Laser agrees to keep the existing Temporary Water Supply Plan in place until the Reclamation Plan is complete—thereby extending the possible time that GURA in coordination with the City of Greeley Water Department, must put a Permanent Augmentation Plan in place.
4. Gura must be notified of any applications between Laser and DRMS.
5. GURA and Laser meet monthly to monitor Reclamation Plan progress.

GURA Staff recommends approval of the 5th Amendment.

5^{th} AMENDMENT OF MINING LEASE

THIS 5th AMENDMENT OF MINING LEASE ("5^{th} Amendment") is entered into as of the ____ day of June 2021 (the "Effective Date") by and between **Superior Oilfield Services Co., Ltd**, a Colorado limited liability company d/b/a Laser Oilfield Services ("Laser") and **Greeley Urban Renewal Authority**, a body corporate and politic ("GURA") for the purposes hereinafter set forth. The parties may hereafter be referred to as a "Party", or jointly hereafter as the "Parties".

RECITALS

A. GURA was the Landlord and Aggregate Industries–WCR, Inc., a Colorado corporation, the successor by merger to CAMAS Colorado, Inc., was the original Tenant under that certain Sand, Gravel and Aggregate Mining Lease Agreement dated June 9, 1999 and recorded a Memorandum thereof in the Weld County Clerk and Recorder's records on August 25, 1999 at Reception No. 2716280 ("Original Lease"), as amended by the Agreement to Amend Sand, Gravel and Aggregate Mining Lease dated May 31, 2002, the Second Amendment to Sand, Gravel and Aggregate Mining Lease dated May 21, 2008, the Third Amendment to Sand, Gravel and Aggregate Mining Lease dated May 23, 2011, an Amendment, Assignment and Assumption of Mining Lease entered into as of October 19, 2012 (the "Assignment") with the consent of GURA and which was recorded in the Weld County Clerk and Recorder's records on November 2, 2012 at Reception No. 3885999 and the 4^{th} Amendment of Mining Lease dated June 9, 2019 (the "4^{th} Amendment"), (all of the foregoing documents are together referred to hereafter as the "Mining Lease").

B. The property that is the subject matter of the Mining Lease, after the above-described amendments, is hereafter known as the "Property".

C. Laser has the obligation to reclaim the Property pursuant to the Reclamation Plan filed with the Colorado Division of Mined Land Reclamation ("DRMS"), a copy of which was attached as Exhibit A to the 4^{th} Amendment ("Laser Reclamation Plan"), and for which a financial warranty in the form of a cash bond was given by Laser ("Reclamation Bond").

D. During an inspection by DRMS on March 19, 2021, DRMS determined that the certain portions of the Reclamation Plan are not complete.

E. Pursuant to the terms of the 4^{th} Amendment, Laser has ceased all mining activity, but needs additional time to complete the Reclamation Plan.

NOW THEREFORE, for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein as though set forth in full.

2. Reclamation. Laser acknowledges and reaffirms its obligation to complete the Laser Reclamation Plan.

3. Access. Except as provided in paragraph 5 below, Laser shall have access to the Property solely for the purpose of implementing the Laser Reclamation Plan until the earlier of June 9, 2022, or DRMS releases the Reclamation Bond. Without limiting the foregoing, Laser shall not store equipment, supplies, personal property or materials on the Property that are unrelated to the Laser Reclamation Plan without GURA's written consent. In the event Laser stores equipment on the Property for the purpose of implementing the Laser Reclamation Plan and gates to the Property are utilized to protect such equipment, GURA shall at all times be given keys, combinations or codes to assure that GURA's agents and employees have access to the Property.

4. Timing of Laser Reclamation Plan. Except as provided in paragraph 5 below, Laser shall pursue the Laser Reclamation Plan with commercially reasonable diligence and shall complete the work required under the Laser Reclamation Plan on or before June 9, 2022.

5. Early Termination. GURA may at any time before June 9, 2022, terminate the Mining Lease, including Laser's access to the Property, so long as GURA or its assignee or transferee assumes responsibility of the DRMS Reclamation Permit and Reclamation Bond. Laser agrees to cooperate with such a transfer, if requested by GURA.

6. Temporary Water Supply Plan. Laser agrees to provide a Temporary Water Supply Plan for the Property until the Reclamation Plan is complete and the Reclamation Bond is released.

7. Contact with DRMS. GURA be notified in writing and in advance of any applications, site visits, requests, or submittals between Laser and DRMS after the date of this 5th Amendment.

8. Scheduled Meetings. The Parties agree to meet on the Property monthly to discuss progress of and monitor the Reclamation Plan.

9. No other changes to Mining Lease. Except as modified by this 5th Amendment, the Mining Lease is unchanged.

10. Miscellaneous. This 5th Amendment shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts made and wholly performed in that jurisdiction, without regard to conflicts of law principles. This 5th Amendment shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. This 5th Amendment may be executed by facsimile or electronic mail and by counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. By their signatures below, each Party represents that all necessary approvals and authorizations for such Party's entry into this 5th Amendment have been received.

IN WITNESS WHEREOF, the undersigned have executed and delivered this 5th Amendment as of the date first written above.

LASER:

Superior Oilfield Services Co., Ltd, a Colorado limited liability company
d/b/a Laser Oilfield Services

By: ____________________________
Richard Miller, Member

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ______ day of ___________, 2021 by Richard Miller as a Member of Superior Oilfield Services Co., Ltd, a Colorado limited liability company d/b/a Laser Oilfield Services.

Witness my hand and official seal.
My commission expires: _________________________

____
Notary Public

GURA:

Greeley Urban Renewal Authority

By: ____________________________
Name: __________________________
Title: ___________________________

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ______ day of ____________, 2021 by ________________________as________________________ of Greeley Urban Renewal Authority.

Witness my hand and official seal.
My commission expires: _________________________

____
Notary Public

City of Greeley Colorado

ECONOMIC HEALTH & HOUSING – GURA
Memorandum

DATE: July 14, 2021
TO: GURA Board of Commissioners
FROM: J. R. Salas, GURA Manager
RE: RFP for lots on Ash Street

As a result of some inquiries GURA put out an RFP in April 2021 to sell two lots on Ash Street (see map) that were part of the original Meyer Feedlot.

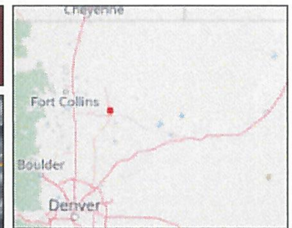
One offer was submitted by Leprino Foods, owner of the land adjacent to these lots on the north. The offer was not to purchase the lots, but to pay GURA $33,100 to not sell them to any third party, to maintain title indefinitely and give title to Leprino at a future date to be determined by Leprino.

Since GURA's objective is to dispose of these lots and have no further responsibility it was decided to not accept Leprino's offer. GURA is having on-going discussions with other parties exploring other options to dispose of these sites. Should it be warranted, a future RFP may be issued.

No action is needed or required by the Board.

WELD COUNTY
ONLINE MAPPING

Map Title



Legend

- Parcels
- Highway
- County Boundary

Notes

421.9 0 210.97 421.9 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere