

Greeley City Council Agenda

Regular Meeting

Tuesday, October 7, 2025 at 6:00 PM

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

via Zoom at: <https://greeleygov.zoom.us/j/82959378808>

NOTICE:

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

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

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

Watch Meetings:

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

Meetings are televised live on GTV8 on cable television.

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

Comment in Real Time:

During the public input portion of the meeting and public hearings:

In person attendees can address the Council in the Chambers.

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

Submit Written Comments:

Email comments about any item on the agenda before Noon on the day of the meeting to cityclerks@greeleygov.com.

Written comments can be mailed or dropped off at the City Clerk's office at City Hall, at 1100 10th Street Greeley, CO 80631. Any comments received prior to 12 p.m. on the day of the meeting, will be sent to Council and published in the agenda packet post meeting.

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



Mayor

John Gates

Councilmembers

Tommy Butler - Ward I

Deb DeBoutez - Ward II

Johnny Olson - Ward III

Dale Hall - Ward IV

Brett Payton - At-Large

Melissa McDonald - At-Large



**City Council
Regular Meeting Agenda**

Tuesday, October 7, 2025 at 6:00 PM

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

via Zoom at: <https://greeleygov.zoom.us/j/82959378808>

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Recognitions and Proclamations
 - a. National Federation of the Blind Greeley Chapter Blind Awareness Day
 - b. Community Planning Month
 - c. Fire Prevention Week
 - d. What's Great About Greeley Report?
6. Citizen Input
7. Reports from Mayor and Councilmembers
8. Initiatives from Mayor and Councilmembers
9. University of Northern Colorado (UNC) Fall Update

Consent Agenda

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

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

10. Motion to approve the City Council Work Meeting Proceedings of September 2, 2025 and City Council Work Session Proceedings of September 9, 2025

11. Motion to appoint Kim Longworth to the Greeley Housing Authority Board as the County Representative, with a term to expire September 30, 2028
12. Resolution of the City Council of the City of Greeley expressing the intent of the City to be reimbursed for certain expenses relating to the design and construction of new City office facilities, a hotel, parking garage, residential housing, ancillary retail and other complementary uses, and the supporting public improvements needed in connection therewith (Civic Campus Project)
13. Resolution to enter into a grant agreement with the State of Colorado, Department of Local Affairs Division of Housing, to receive grant funds through Greeley Collaborative Housing HOME - American Rescue Plan ARP Program
14. Introduction and first reading of an ordinance authorizing the acquisition of interests in Real Property located in Weld County, Colorado, by purchase or exercise of the power of eminent domain, for the construction of Sanitary Sewer Infrastructure, pursuant to Section 7 of Article XVI, Section 15 of Article II, and sections 1 and 6 of Article XX of the Colorado Constitution and C.R.S. 31-15-101, et seq.; 38-1-101, et seq. (West Greeley Sanitary Sewer)
15. Introduction and first reading of an ordinance of the City of Greeley, Colorado enacting Chapter 14 of Title 24 of the Greeley Municipal Code regarding the inclusion area for the Commercial and Residential West Greeley General Improvement Districts and other details relating thereto
16. Introduction and first reading of an ordinance amending Title 2 Chapter 4 of the City Code to require City Council authorization for any contract, agreement, or expenditure for professional services and/or consulting services exceeding \$199,999.99
17. Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2025 and for funds held in reserve for encumbrances through December 31, 2024
18. Introduction and first reading of an ordinance adopting the Classification and Salary Plan for 2026

End of Consent Agenda

19. Pulled Consent Agenda Items
20. Public Hearing, introduction and first reading of an ordinance adopting the Budget for 2026
21. Motion to go into Executive Session for the purpose of completing the Mid-Year performance review of the City Council Appointee - Municipal Judge Mark Gonzales
22. Motion to go into Executive Session for the purpose of completing the Mid-Year performance review of the City Council Appointee - City Attorney Stacey Aurzada
23. Motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances
24. Scheduling of Meetings, Other Events
25. Adjournment



Council Agenda Summary

Item: 5.

Title:

Recognitions and Proclamations

Summary:

Mayor Gates will present the following proclamations:

- National Federation of the Blind Greeley Chapter Blind Awareness Day
- Community Planning Month
- Fire Prevention Week

Mayor Pro-tem Hall will present the *What's Great about Greeley* Report.

Attachments:

National Federation of the Blind Greeley Chapter Blind Awareness Day Proclamation

Community Planning Month Proclamation

Fire Prevention Week Proclamation

What's Great About Greeley Report?



The National Federation of the Blind Greeley Chapter Blind Awareness Day

WHEREAS, Greeley is committed to providing education and other necessities to everyone who is willing to put forth the effort to work to better their situation; and

WHEREAS, The National Federation of the Blind Greeley Chapter is a continuous resource for the blind community in Northern Colorado. Together with sighted family and other members of our community, we will work tirelessly to improve the overall conditions and standards of all blind Coloradoans within our reach; and

WHEREAS, The National Federation of the Blind Greeley Chapter is committed to making City and State provided, as well as private help and education readily available to its members and non-members alike; and

WHEREAS, The National Federation of the Blind Greeley Chapter is celebrating October, National Blind Awareness Month, by hosting the Annual Greeley Chapter Vision Symposium bringing together vendors and Coloradoans with blindness for the purpose of helping everyone involved live up to the motto "Live the Life You Want!"

NOW, THEREFORE, I, John Gates, by virtue of authority vested in me as Mayor of the City of Greeley, Colorado, do hereby proclaim October 11, 2025, as ***The National Federation of the Blind Greeley Chapter Blind Awareness Day.***

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, this 7th day of October 2025.

John Gates
Mayor



Community Planning Month

WHEREAS, change is constant that affects the City and neighborhoods in Greeley; and

WHEREAS, planners can help navigate this change with data-driven insights and expertise that provide better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public elected and appointed officials who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States; and

WHEREAS, Community Planning Month is an opportunity to highlight how planning is essential to our community, and how planners are uniquely positioned to identify solutions to our community's most difficult housing, transportation, and land use questions; and

WHEREAS, we recognize the participation and dedication of appointed planning commission members who have contributed their expertise to the improvement of the City of Greeley; and

WHEREAS, we recognize the valuable contributions made by the planners of the City of Greeley and extend our heartfelt thanks for the commitment to public service by these professionals.

NOW, THEREFORE, I, John D. Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim the month of October 2025 as ***Community Planning Month*** in the City of Greeley in conjunction with the celebration of National Community Planning Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, this 7th Day of October 2025.

John Gates, Mayor



Fire Prevention Week

WHEREAS, in 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country; and

WHEREAS, fire is a serious public safety concern in all communities, including Greeley, causing injury, death, and property loss each year; and

WHEREAS, having a working smoke alarm in every sleeping room, outside each separate sleeping area, and on every level of the home cuts the risk of dying in reported home fires in half; and

WHEREAS, the increased use of lithium-ion batteries in everyday devices such as cell phones, e-bikes, scooters, power tools, and household electronics has resulted in a growing number of fires across the country, many of which are linked to improper charging, storage, or use of these batteries; and

WHEREAS, the National Fire Protection Association has designated October 5-11, 2025, as Fire Prevention Week, with the theme "*Charge into Fire Safety™: Lithium-Ion Batteries in Your Home*" to raise awareness about the safe buying, charging, and disposal of lithium-ion batteries in the home; and

WHEREAS, public awareness about the safe handling, charging, and disposal of lithium-ion batteries is essential to preventing dangerous and potentially fatal fires in homes, businesses, and throughout our community; and

WHEREAS, the Greeley Fire Department is committed to reducing the occurrence of home fires and home fire injuries in our community through prevention and education.

NOW, THEREFORE, I, John Gates, by virtue of authority vested in me as Mayor of the City of Greeley, Colorado, do hereby proclaim October 5-11, 2025, as ***Fire Prevention Week*** in the City of Greeley, and urge all citizens to join in observing this week by making sure their homes have working smoke alarms and to practice fire safety, especially regarding lithium-ion battery safety in the home.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, this 7th day of October 2025.

John Gates, Mayor



City Council Meeting
October 7, 2025

An aerial photograph of a city, likely Denver, with a large white banner overlaid in the center. The banner contains the text of the Athenian Oath. The background shows a vast cityscape, green parks, and distant mountains under a clear sky.

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

- Athenian Oath

City's Communication & Engagement Team Wins Two National Awards from PR Daily

- Event PR and Marketing – 2025 State of the City event.
- Communications Team of the Year



Water & Sewer Director Sean Chambers Appointed to State Trust Lands Conservation and Recreation Work Group

- Brings expertise in water resource management



City of Greeley Given 2025 Platinum Workplace Well-Being Award

- Recognition of city's commitment to healthier workplace and well-being of employees.



Cody Jones, Aims Welding Professor, Named District 20 Educator of the Year

- Awarded by American Welding Society.
- 2022 Alumnus, Connor Schwartz, named Welding Inspector of the Year.

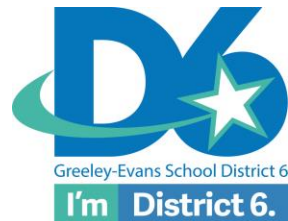


Greeley-Weld County Airport Receives \$1.2 Million in Three Federal Aviation Grants

- \$850,000 FAA Airport Improvement Program Grant – Taxiway Complex
- \$150,000 AIP Grant – Ramp reconstruction
- \$282,000 Infrastructure Grant – Ramp reconstruction.



Greeley Central's Claudia Koesler Named Colorado High School Counselor of the Year by Colorado School Counselor Association



Great Outdoors Colorado Grants Nearly \$1.75 Million to Greeley Generation Wild Program

- Program will offer free, inclusive and culturally relevant experiences
- Focus on underserved East Greeley, and BIPOC, refugee and immigrant families.







Council Agenda Summary

Title

Citizen Input

Summary

During this portion of the meeting, anyone may address the city council on any item of city business that is not already listed on tonight's agenda as a public hearing.

Comments should be statements, not questions. Public comment is not a question-and-answer session, unless the presiding officer thinks some clarification is warranted.

Please be considerate of fellow speakers. There should be no applause, booing, or other audible disruption to the proceedings. Your city council desires respect, dignity and a welcoming environment.

Please limit your comments to three minutes and provide your name and city of residence for the record. When you see the yellow light coming on the display, please begin to wrap up your comments. When the red light comes on, your three minutes is up.

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



Item: 7.

Council Agenda Summary

Title

Reports from Mayor and Councilmembers

Summary

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



Council Agenda Summary

Item: 8.

Title

Initiatives from Mayor and Councilmembers

Summary

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

Initiatives will generally fall into three categories:

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

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

Attachments

Status Report of Council Initiatives and Related Information

Greeley City Council

Status Report of Council Initiatives

Initiative No.	Council Member Initiating	Council Request	Council Meeting or Work Session Date Requested	Next Steps & Schedule	Anticipated Deliverable & Date (Report, Council Presentation, etc.)	Assigned to:
11-2023	Clark/Butler	Artificial turf and landscape standards	August 1, 2023 Council Meeting	*Come back to Council with a draft ordinance	Staff will schedule for a later date.	Brian McBroom
4-2024	Butler	Lincoln Park Redesign	April 2, 2024 City Council Meeting	Requested Work Session for information on the Lincoln Park Redesign- to include status of project, timeline of project and overview of the coming outreach Work Session	Early 2025: Construction design drawings scheduled to begin, incorporating stakeholder input, alignment with redevelopment goals, and lessons from other urban parks. Late 2025 - 2026: Construction slated to begin at the end of 2025 and continue into 2026. At the June 10 WS council requested staff to pause construction to ensure Lincoln Park compliments future vision for Greeley's Downtown Civic Campus.	Diana Frick
5-2024	Hall	Impact Fee Study Structure	May 7, 2024 Council Meeting	Requested staff bring a report to a future work session explaining more in depth the Impact Fee Study Structure - how the ratio is calculated, review process, timeline of review, and development fees	DTA was awarded the contract and that process has now started. The consultant is working on completing the study by the end of Sep.	Allena Portis/Robert Miller
8-2024	Olson	Code Compliance	Oct 1, 2024 Council Meeting	Part 1 - Requested staff to present at a future work session on code compliance- what is compliant and what is not and to develop a plan to assist with low-income residents specifically relating to yards and vegetation Part 2 - More information needed on specific options on landscaping; enhancing voluntary compliance ticketing system	Following the February council meeting Code Compliance has been focusing on the council's direction to: Explore how to speed up compliance without immediate ticketing. How to enhance voluntary compliance. A more detailed update regarding Code Compliance progress was provided in the August 29 weekly update. A follow-up worksession will be scheduled this winter.	Kelli Johnson/Buxton Demers
13- 2024	Butler	Audit of Development Code	Dec 10, 2024 Council WS	Discrepancies in the code and would like an administrative fix of the R-M zoning issue if possible, and then a full audit of the Development Code.	Recieved proposals on 2/13 and now in the evaluation Starting phase 1 (procedures chapter) and remaining phases are on hold pending budget.	Brian McBroom
3-2025	DeBoutez	Public Art Program	March 18, 2025 Council Meeting	Research the Public Art Program with 3 components: expanding the program to include local performing art groups, clarify the funding source for the 1% for all of the capital improvement projects, and reporting of when the money is appropriated to the program.	This is scheduled for the October 14 WS.	Diana Frick

4-2025	Butler	Civic Campus Funding	4/15/2025 Council Meeting	Requested staff to bring back funding plan options that does not require the funding to go to voters.	Staff will return with a presentation including the Financial Model at the Aug 26 WS. Staff will come to Council with the Plan of finance at a work session late fall Oct/Nov timeframe.	Allena Portis
5-2025	Hall	Contracts	April 22,2025 Work Session	Staff to send a descriptive memo or schedule a work session regarding all contract policies and options that were discussed at a previous meeting.	Stacey will provide a memo to council regarding the policies regarding contracts. A presentation is scheduled for the August 12 WS. Consensus was provided at the Sept. 23 ws for an ordinance to be brought to Council. An ordinance will be considered for adoption at the Oct. 21 Council Meeting.	Stacey Aurzada/Allena Portis
07-2025	Butler	Quiet Zones	May 6, 2025 Council Meeting	Update at a future work session quiet zone projects.	Memo will be sent to Council.	Public Works
11-2025	McDonald	Contractor Licensing	Council Meeting	Requested staff to come back on a Work Session to present information on changing the code for contractors being licensed in the City specifically roofers.	A work session will be tentatively scheduled for January 13, 2025.	Brian McBroom



Council Agenda Summary

October 7, 2025

Key Staff Contact:

Title:

University of Northern Colorado (UNC) Fall Update

Summary:

President Feinstein will be providing a fall update on the University.

Fiscal Impact:

N/A

Legal Issues:

N/A

Other issues and Considerations:

Strategic Focus Area:

Community Vitality

Decision Options:

N/A

Council's Recommended Action:

N/A

Attachments:

None



Council Agenda Summary

October 7, 2025

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to approve the City Council Work Meeting Proceedings of September 2, 2025 and City Council Work Session Proceedings of September 9, 2025

Summary:

The regular meetings of the City Council were held in City Council Chambers on September 2, 2025. The work session of the City Council was held in City Council Chambers on September 9, 2025.

The draft proceedings of each meeting are presented for the Council's review and approval.

Fiscal Impact:

Fiscal Impact:

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

No Impact: If there is no impact, provide the reason

Legal Issues:

N/A

Other issues and Considerations:

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

Approve the motion.

Attachments:

1. 09.02.2025 Regular Meeting Draft Minutes
2. 9.09.2025 Work Session Draft Minutes

City of Greeley, Colorado
City Council Meeting Proceedings
September 2, 2025

1. Call to Order

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

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

City Clerk Heid Leatherwood called the roll.

The following were present:

Councilmember Tommy Butler

Councilmember Deb DeBoutez

Mayor Pro Tem Dale Hall

Councilmember Brett Payton

Councilmember Johnny Olson

Councilmember Melissa McDonald

Mayor John Gates

4. Approval of the Agenda

City Manager Raymond Lee requested two items be removed from the Consent Agenda: Item #12 (Home ARP grant) as the State wanted to make additional changes to the contract, and Item #19 (initiated petition ballot item) as the hearing officer had ruled that the initiated petition was ineligible to be sent to the ballot.

5. Recognitions and Proclamation

Mayor Gates read the Advancement Via Individual Determination (AVID) Day proclamation at 6:03 p.m. Representatives from Greeley Central, Greeley West, and Northridge accepted. Kristian Karillo, AVID student, noted that AVID had helped him significantly during his four years in high school.

Councilmember McDonald presented “What’s Great about Greeley?” report at 6:07 p.m.

6. Citizen Input

1. Kent Henson commended staff collaboration on the Civic Campus project.
2. Kathleen Hasch spoke in opposition to the West Greeley project.
3. Antonio Molina-Haro spoke in opposition to the West Greeley project.
4. Ryan Bach spoke in support of the West Greeley project.
5. Pam Bricker spoke in opposition to the West Greeley project.

6. Bill Gillard spoke about West Greeley and the petition process.
7. Ken Spadi spoke about asbestos contamination issues within city projects.
8. Jutta Seeger spoke in opposition to the West Greeley project.
9. Jayson Megna spoke in support of the West Greeley project.
10. Levi Tigges spoke in support of the West Greeley project.
11. Monica Draper spoke about the “Wish 4 Wheels” program that the Colorado Eagles provided to schools.
12. Stacy Tadlock spoke in support of the West Greeley project.
13. Chris Travis spoke in support of the West Greeley project.
14. Rhett Gordon spoke in support of the West Greeley project.
15. Ryan Boersma spoke in support of the West Greeley project.
16. Tanner Boersma spoke in support of the West Greeley project.
17. Mcallaster Miller spoke in support of the West Greeley project.
18. Maggie Miles spoke in support of the West Greeley project.
19. Ana Salas spoke in support of the West Greeley project.
20. Brian Green spoke about the need for hockey in the community.
21. Rachel Burdan spoke in opposition to the West Greeley project.
22. Frances Rioz spoke about the Colorado Eagles support for non-profits like the American Cancer Society.
23. Thom Schaner spoke in opposition to the West Greeley project.
24. Jeri Shepherd spoke in opposition to the West Greeley project.
25. Peggy Sue Squires spoke in opposition to the West Greeley project.
26. Tiffany Simmons spoke in opposition to the West Greeley project.
27. Stephanie Steigerwald spoke in support of the West Greeley project.
28. Jennifer Andrews spoke in opposition to the West Greeley project.
29. Mary Metzger spoke in opposition to the West Greeley project.
30. Lori Davis spoke via Zoom about “Wish 4 Wheels” and the Colorado Eagles.
31. Michael Navarro via Zoom spoke in opposition to the West Greeley project.

7. Reports from Mayor and Councilmembers

Councilmember McDonald acknowledged differing opinions during public comment and noted that professional behavior should be used. Councilmember McDonald attended the employee barbecue, Greeley Day at the University of Northern Colorado (UNC), and announced the upcoming Weld Project Connect on October 16.

Councilmember DeBoutez thanked the petition gatherers for their passion and concern about the Cascadia project.

Mayor Pro Tem Hall attended the raising of the final beam at the UNC Osteopathic Hospital and UNC Greeley Day. Mayor Gates attended the employee barbecue, recognizing the significant effort required to feed over 1,000 city employees and coordinate the activities.

Councilmember Butler attended the employee barbecue and thanked staff for the hard work. Councilmember Butler acknowledged the passion on both sides of the Cascadia debate and emphasized the importance of civility in disagreement and working towards unity.

8. Initiatives from Mayor and Councilmembers

Councilmember Butler asked about the midyear evaluation for Council appointed employees. Mayor Gates noted that midyear evaluations for all three direct reports were due at the end of September, and he would follow up with Human Resources staff.

Mayor Gates received correspondence from the High Plains Library District seeking a representative from City Council to sit on an interview panel on Friday, October 24 from 1-3:30 p.m. Councilmember Butler volunteered to serve in this capacity.

Consent Agenda

9. Motion to approve the City Council Meeting Proceedings of August 5, 2025, and City Council Work Session Proceedings of August 12, 2025

10. Motion to appoint Maria Macias to the Human Relations Commission as a Greeley-Evans Weld County School District 6 representative for a term through May 31, 2028

11. Resolution decreasing membership of the housing authority of the City of Greeley, Colorado to seven commissioners and reducing the term of office to three years

12. Resolution authorizing a grant agreement with the State of Colorado, Department of Local Affairs, to receive Home-ARP grant funds for Tenancy Support Services

(This item was removed from the agenda See Item 4. Agenda Approval.)

13. Resolution to approve reallocation of funds for a Small Business Land Use Center (SBLUC) program within the Community Development Department

14. Resolution authorizing approval of an Airport Improvement Program Grant Agreement and offer from the Federal Aviation Administration ("FAA") to the Greeley-Weld County Airport Authority (Contract No. DOT-FA25NM-1126)

15. Resolution authorizing approval of an Airport Improvement Program Grant Agreement and offer from the Federal Aviation Administration ("FAA") to the Greeley-Weld County Airport Authority (Contract No. DOT-FA25NM-1127)

16. Resolution authorizing approval of an Airport Infrastructure Grant Agreement and offer from the Federal Aviation Administration ("FAA") to the Greeley-Weld County Airport Authority (Contract No. DOT-FA25NM-1128)

17. Resolution authorizing the addition of property to the property pool for the

Certificate of Participation 2025 Series

(This item was pulled from the Consent Agenda and moved to Item 23. Pulled Agenda Items for discussion.)

18. Resolution approving an agreement as to the Principal and Primary Terms for Lease Agreement with the Colorado Eagles

(This item was pulled from the Consent Agenda and moved to Item 23. Pulled Agenda Items for discussion.)

19. Resolution submitting to the registered electors of the City of Greeley at the coordinated election to be held on November 4, 2025, an initiated ordinance seeking to repeal Ordinance 15, 2025

(This item was removed from the agenda- See Item 4. Agenda Approval.)

20. Introduction and first reading of an ordinance annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as the "Schmerge" located generally east of Weld County Road 17 and north of Weld County Road 60 and west of State Highway 257, into the City of Greeley. The subject site is comprised of 219.221 acres. (ANX2025- 0002)

21. Introduction and first reading of an ordinance annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as "Kinnison" located generally east of 131st Ave and north of US Highway 34 and west of State Highway 257, into the City of Greeley. The subject site is comprised of 73.319 acres. (ANX2025-0003)

22. Introduction and first reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, to establish a Planned Unit Development (PUD) zoning for property located generally north of US Highway 34 and east of Weld County Road 17 and west of CR 21 1/2 comprised of approximately 833.786 acres (Cascadia PUD)

End of Consent Agenda

Councilmember Butler requested Item 17 and 18 be pulled from the consent agenda.

Councilmember Butler moved to approve Consent Agenda Items 9-11, 13-16 and 20-22. Councilmember Olson seconded the motion. The motion passed 7-0 at 7:21 p.m.

23. Pulled Consent Agenda Items

Item 17 - Resolution authorizing the addition of property to the property pool for the Certificate of Participation 2025 Series

Councilmember Butler asked for clarification on what property was being added and why. This was a second amendment to the property pool.

Chief Financial Officer Allena Portis explained that the Active Adult Center needed to be added to the property pool because, as title work was completed for the Recreation Center, it was found that both facilities were included on the same parcel. This was similar to a previous adjustment from a couple of weeks prior. The \$115 million limit would remain unchanged.

Councilmember DeBoutez asked about the finalization of contracts with banks. Ms. Portis explained that they were scheduled to close on September 9, 2025, with three different banks (NBH, Collegiate Peaks, and Midwest One), since JPMorgan had pulled out of the deal.

Mayor Gates stated that he hoped that this would be the final amendment to the collateralized property list.

Councilmember Butler moved to adopt the resolution as presented. Mayor Pro Tem Hall seconded the motion. The motion passed 5-2 at 7:24 p.m. with Councilmembers Butler and DeBoutez voting “nay”.

Item #18 - Resolution approving an agreement as to the Principal and Primary Terms for Lease Agreement with the Colorado Eagles

Councilmember Butler questioned why this resolution was on the consent agenda, and City Attorney Stacey Aurzada explained that resolutions are typically placed on consent, and this agreement mirrored what Council had already approved in the predevelopment services agreement (PDSA).

Councilmember Butler raised concerns about several terms in the agreement, including the Eagles receiving 50% of net food and beverage revenue (amounting to \$2.6 million in year one, growing to almost \$4 million by year ten) and 30% of naming rights revenue. He requested more information about how these percentages were negotiated and how they compared to industry standards.

Chief Operating Officer Blair Snow and Ashley Styles from Legends explained that the terms were based on industry standards and fell within the boundaries of the pro forma financial model. Ms. Styles noted that some terms had been improved from the original proposal, such as extending the lease from 30 years to 40 years and increasing the rent escalator from 5% every 5 years, to 10% every 5 years.

Councilmember DeBoutez agreed that more detailed discussion was needed, noting discrepancies between the pro forma attached to the current agreement and what was provided in the PDSA.

Councilmember Olson expressed frustration with what he perceived as attempts to obstruct or delay the project, suggesting that the same questions were being repeatedly asked despite numerous previous discussions.

Staff will bring this item to the next work session for an opportunity to discuss details and provide more information.

Councilmember Payton moved to table the item and schedule a work session.

Councilmember DeBoutez seconded the motion. The motion passed 7-0 at 7:51 p.m.

24. Public hearing and second reading of an ordinance to consider a request for annexation of approximately 63.29 acres of land generally located south of AA Street, west of County Road 35, and north of O Street known as Willow Vista Annexation 1 (ANX2024-0001)

Councilmember Payton recused himself due to a conflict of interest for Items 24-27.

Deputy Director of Community Development Don Threewitt, presented on four related items (Items 24-27) collectively known as the Willow Vista project at 7:51 p.m. This project involved the proposal for three distinct annexations, cumulatively accounting for 222 acres, with plans to establish a Holding Agriculture zoning for the entire area.

Mr. Threewitt explained that the annexations would be carried out in three separate phases to meet contiguity requirements with the existing city boundaries. The total area encompassed lands approximately located south of AA Street, west of County Road 35, and north of O Street. He also noted that the project was designated as "Urban Reserve" in the comprehensive plan.

Mayor Pro Tem Hall asked for a better definition of "Urban Reserve". Mr. Threewitt explained this designation required further planning and coordination before any development occurs, ensuring that future proposals align with the comprehensive plan's vision. The applicant had no specific development proposal at this time, and the Holding Agriculture zoning would serve as a holding zone until further planning occurs.

Councilmember Butler asked if this was an overlay district. Mr. Threewitt said it was more of a comprehensive plan designation. Councilmember Butler also clarified that concerns had been raised at the planning commission hearing about traffic and he asked if the streets would be completely rebuilt. Mr. Threewitt confirmed that was correct.

Mayor Gates opened the public hearing at 7:58 p.m.

1. Dean Vandergon presented questions about potential light pollution, noise, and other impacts on neighboring county properties.

Mr. Threewitt responded that the city has lighting standards, buffering standards, and requirements for sensitive designs to ensure compatibility with surrounding areas.

With no further speakers, the public hearing closed at 8:00 p.m.

Councilmember Olson acknowledged the resident's concerns about development encroaching on rural areas, while noting that property owners have rights to develop their land. He encouraged staff to help remind developers this is a more rural setting, not an industrial urban center.

Councilmember Butler moved to adopt the ordinance and publish with reference to title only. Councilmember DeBoutez seconded the motion. The motion passed 6-0 at 8:02 p.m. with Councilmembers Payton excused.

25. Public hearing and second reading of an ordinance to consider a request for annexation of approximately 74.71 acres of land generally located south of AA Street, east of County Road 35, and north of O Street known as Willow Vista Annexation 2 (ANX2024-0002)

Deputy Director Community Development Don Threewitt introduced this item at 8:02 p.m. He reminded Council that this item was covered with the previous presentation.

Mayor Gates opened the public hearing at 8:03 p.m.
With no speakers, the public hearing closed at 8:04 p.m.

There were no questions or discussion from Council.

Councilmember Olson moved to adopt the ordinance and publish with reference to title only. Councilmember McDonald seconded the motion. The motion passed 6-0 at 8:04 p.m. with Councilmember Payton excused.

26. Public hearing and second reading of an ordinance to consider a request for annexation of approximately 84.40 acres of land generally located south of AA Street, east of County Road 35, and north of O Street known as Willow Vista Annexation 3 (ANX2024-0003)

Deputy Director Community Development Don Threewitt presented this item at 8:04 p.m. The item was covered in the presentation with item 25.

Mayor Gates opened the public hearing at 8:04 p.m.
With no speakers, the public hearing closed at 8:05 p.m.

There were no questions or discussion from Council.

Councilmember McDonald moved to adopt the ordinance and publish with reference to title only. Councilmember Mayor Pro Tem Hall seconded the motion. The motion passed 6-0 at 8:05 p.m. with Councilmember Payton excused.

27. Public hearing and second reading of an ordinance to consider an establishment of zoning request for approximately 222.40 acres of land generally located south of AA Street, heading south along County Road 35 to O Street at the southern boundary known as Willow Vista Establishment of Zoning (ZON2024-0006)

Deputy Director Community Development Don Threewitt introduced this item at 8:06 p.m. The presentation for the item was covered with item 25.

The public hearing opened at 8:06 p.m.

With no public comments, the hearing was closed at 8:06 p.m.

There were no questions or discussion from Council.

Councilmember McDonald moved to adopt the ordinance and publish with reference to title only. Councilmember Mayor Pro Tem Hall seconded the motion. The motion passed 6-0 at 8:06 p.m. with Councilmember Payton excused.

- 28. Motion to go into Executive Session to request and receive Legal Advice from the City Attorney regarding the initiated ordinance seeking to repeal Ordinance 15, 2025 and regarding a lawsuit filed against the City by Dan Wheeler and Pam Bricker**

A motion to go into an Executive Session for a conferral with the City Attorney, to request and receive legal advice, as provided in C.R.S. 24-6-402(4)(b) and Greeley Municipal Code 2-151(a)(2).

Councilmember Payton moved to approve the motion. Councilmember Butler seconded the motion. The motion passed 7-0 at 8:09 p.m.

- 29. Motion to go into Executive Session to receive legal advice and instruct negotiators regarding an Intergovernmental Agreement for cost sharing for the US 34 and WCR 17 interchange**

A motion to go into an Executive Session to discuss the following matter as provided under C.R.S. Section 24-6-402(4)(b) and 24-6-402(4)(e)(I), and Greeley Municipal Code Sections 2-151(a)(2) and 2-151(a)(5): To determine positions, develop strategy, and instruct negotiators about the 1601 process and an intergovernmental agreement related to the US highway 34 and WCR 17 interchange, and to request and receive legal advice about the same.

Councilmember Olson moved to approve the motion. Councilmember McDonald seconded the motion. The motion passed 7-0 at 8:10 p.m.

- 30. Motion to go into Executive Session to receive legal advice and instruct negotiators about the Greeley-Weld County Airport Authority**

A motion to go into an Executive Session to discuss the following matter as provided under C.R.S. Section 24-6-402(4)(b) and 24-6-402(4)(e)(I), and Greeley Municipal Code Sections 2-151(a)(2) and 2-151(a)(5): To determine positions, develop strategy, and instruct negotiators about the Weld County Airport Authority, and to request and receive legal advice about the same.

Councilmember McDonald moved to approve the motion. Councilmember Butler seconded the motion. The motion passed 7-0 at 8:11 p.m.

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

Councilmember Payton moved to approve the motion. Councilmember Butler seconded the motion. The motion passed 7-0 at 8:12 p.m.

- 32. Scheduling of Meetings, Other Events**
None.

33. Adjournment

With no further business to come before Council, Mayor Gates adjourned the meeting at 8:12 p.m.

28. Executive Session to request and receive Legal Advice from the City Attorney regarding the initiated ordinance seeking to repeal Ordinance 15, 2025 and regarding a lawsuit filed against the City by Dan Wheeler and Pam Bricker

Mayor Gates started the Executive Session at 8:29 p.m. in the Colorado Room of City Center South. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers, City Manager Raymond Lee, City Attorney Stacey Aurzada, Assistant City Manager Kelli Johnson, Chief Operating Officer Blair Snow, City Clerk Heidi Leatherwood, and Managing Director Paul Trombino were present.

The executive session was for the purpose of receiving legal advice related to the initiated petition and litigation filed against the City by Pam Bricker and Dan Wheeler as provided for under C.R.S. 24-6-402(4)(b) and Greeley Municipal Code 2-151(a)(2).

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

Due to Attorney-Client Privilege, the recording was stopped at 8:31 p.m.

The recording was turned back on at 8:46 p.m. and the executive session concluded.

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

29. Executive Session to receive legal advice and instruct negotiators regarding an Intergovernmental Agreement for cost sharing for the US 34 and WCR 17 interchange

Mayor Gates started the Executive Session at 8:47 p.m. in the Colorado Room of City Center South. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers, City Manager Raymond Lee, City Attorney Stacey Aurzada, Assistant City Manager Kelli Johnson, Chief Operating Officer Blair Snow, and Managing Director Paul Trombino were present.

The executive session was for the purpose of determining positions, develop strategy, and instruct negotiators regarding an intergovernmental agreement with Weld County pursuant C.R.S. Sections 24-5-402(4)(a) and 24-5-402 (4)(e)(l) and Greeley Municipal Code Sections 2-151(a) (1) and 2-151(a)(5), and to receive legal advice about the same as provided for under C.R.S. Section 24-6-402(4)(b) and Greeley Municipal Code Sections 2-151(a)(2).

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

The time was 9:10 p.m. and the executive session concluded.

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

30. Executive Session to receive legal advice and instruct negotiators about the Greeley-Weld County Airport Authority

Mayor Gates started the Executive Session at 9:11 p.m. in the Colorado Room of City Center South. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers, City Manager Raymond Lee, City Attorney Stacey Aurzada, Assistant City Manager Kelli Johnson, Chief Operating Officer Blair Snow, and Managing Director Paul Trombino were present.

The executive session was for the purpose of determining positions, develop strategy, and instruct negotiators regarding an intergovernmental agreement with Weld County

pursuant C.R.S. Sections 24-5-402(4)(a) and 24-5-402 (4)(e)(l) and Greeley Municipal Code Sections 2-151(a) (1) and 2-151(a)(5), and to receive legal advice about the same as provided for under C.R.S. Section 24-6-402(4)(b) and Greeley Municipal Code Sections 2-151(a)(2).

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

The time was 9:39 p.m. and the executive session concluded.

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

Approved

X

John Gates
Mayor

Attest

X

Heidi Leatherwood
City Clerk

City of Greeley, Colorado
CITY COUNCIL WORK SESSION PROCEEDINGS
SEPTEMBER 9, 2025

1. Call to Order

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

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

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

Councilmember Tommy Butler
Councilmember Deb DeBoutez
Mayor Pro Tem Hall
Councilmember Brett Payton
Councilmember Johnny Olson
Councilmember Melissa McDonald
Mayor John Gates

4. Reports from Mayor and Councilmembers

Councilmember Butler attended the Fiesta in La Plaza at Centennial Village, highlighting the participation of over 500 people. He noted recent body cam footage showing a candidate's inappropriate behavior towards the Police Chief.

5. Review of the Principal and Primary Terms for Lease Agreement with the Colorado Eagles

Chief Operating Officer Blair Snow, introduced the item at 5:05 p.m.

Ms. Snow presented the principal and primary terms for the lease agreement with the Colorado Eagles. She was joined by Brian Wildstein from Butler Snow and Ashley Stiles with Provident, who participated via Zoom. Ms. Snow provided background on the project, noting that the Eagles lease was just one part of the larger arena project. She emphasized that the Eagles were more than just tenants—they anchor the arena and bring in crowds that generate retail sales and hotel stays, funding the larger project.

Ms. Snow presented key financial points, stating that the project was projected to generate \$126 million in cumulative revenue over 10 years after economic development payments, debt service, and city expenses. She mentioned that arena revenue represents only about 15% of the total project revenue.

Key benefits of the lease agreement for the City of Greeley included a 40-year agreement guaranteeing an anchor tenant for the life of the asset and debt, rent

payments from the Eagles, retention of control over the arena, and the majority of revenue sharing. Additional benefits include termination safeguards and community advantages like youth hockey space, camps, and local programming.

Ms. Snow outlined key modifications to the lease terms from the original PDSA (Project Development and Service Agreement). These included an extension of the lease term from 30 to 40 years, a clarified rent structure with attendance triggers, an established facility fee, better-defined parking revenue share, outlined sponsorship and naming rights, and added details on suites and hospitality aspects.

Key revenue-sharing terms included rent with 10% escalation every 5 years (previously 5%), confirmed playoff rent rebates, and details on practice schedules and playoff use. The facility fees and convenience fees were confirmed, including parking revenue split and increased season ticket parking. The food and beverage share remained unchanged.

Councilmember DeBoutez inquired about the negotiation process and wanted assurances that the best deal for Greeley had been pursued. Ms. Snow explained that negotiations occurred over several months with input from consultants who confirmed the terms were within industry standards.

Councilmember Olson clarified aspects of ownership structure, noting that a 501(c)(3) would own the building while the City owned the land. He emphasized that the City maintained control over the budget and bonding decisions through the GID (General Improvement District).

Councilmember McDonald asked about contract continuity if ownership changed. City Attorney Stacey Aurzada confirmed that the lease would be binding for the full term regardless of ownership changes.

Councilmember Butler raised questions about specific revenue-sharing percentages, including the food and beverage split and revenue from college games. Ms. Stiles explained that these terms resulted from negotiations where they sought the best outcome considering the holistic financial model.

Mayor Gates noted that the negotiators hired by the City were recognized as industry leaders.

Mayor Gates thanked staff and consultants for the information.

6. City Manager Fiscal Year 2026 Recommended Budget

Director of Budget and Policy Nathan Mosley introduced the item at 6:51 p.m.

He was accompanied by City Manager Raymond Lee and Deputy Director of Budget and Policy Kalen Myers.

Mr. Lee thanked the budget team for their work, noting that many cities were similarly facing deficits requiring service cuts, but Greeley had successfully developed a budget that maintains service levels.

Mr. Mosley provided an overview of the budget process and outlined the challenges in the fiscal environment. The challenges included: economic uncertainty affecting sales tax collections, decreased revenue projections, increased expenses, and prioritizing employee compensation to attract and retain quality staff. He added that there was an extension of limited-term positions.

The presentation included information on the general fund budget gap of approximately \$21 million, which was being covered by carryover funds from 2024 of \$11 million, budget realignment work totaling \$3 million, and a transfer from the 301-fund balance of \$7 million.

The total 2026 Budget included \$483.5 million in revenue across all funds and \$507.4 million in expenditures. Charges for services and taxes were identified as the largest revenue sources, while enterprise funds, the general fund, and capital projects were listed as the largest expenditure categories.

The budget included 17 new FTEs, primarily in utilities and transit, and extended 54 limited-term positions through 2026. The total FTE count for 2026 would be 1,260.

Councilmember DeBoutez asked about the breakdown of revenue and mentioned the revenue stabilization fund, which was currently at \$4.7 million and had not been used for the 2026 budget. Mr. Mosley confirmed that the stabilization fund remained untouched and elaborated that it served as a safeguard to manage revenue fluctuations.

Councilmember Olson inquired whether the budget gap resulted from spending issues or revenue projection inaccuracies. Mr. Mosley explained that it was a combination of both, noting that revenue projections had been adjusted to be more conservative, particularly concerning development fees, which were previously overestimated.

Councilmember McDonald was concerned with public safety's unfunded needs, particularly pointing out the nine firefighter positions. Likewise, Councilmember Butler recommended a future discussion on additional funding avenues to support first responders. Ms. Myers explained that the budget gap was addressed primarily through one-time carryover funds, departmental realignment, and capital fund transfers, with part of the capital funds coming from changed plans for downtown staff relocations.

Mayor Gates thanked staff for the information.

7. Economic Development Strategic Plan

Interim Economic Development Director Michelle Claymore, and Dan Gardner, Principal of Gardner Advisory and Consulting presented the item at 7:43 p.m.

Ms. Claymore explained that the purpose of the plan was to provide a framework for economic development activities, share key trends and challenges, outline the vision and strategic focus areas, and detail implementation strategies.

Mr. Gardner provided context on economic development by describing it as activities that enhance quality of life through a diverse economy, establish a robust tax base for municipal services, and foster job growth with greater access to opportunities for

everyone. He explained the distinction between primary jobs, which inject new money into the local economy, and secondary jobs, which serve to support primary employers.

Mr. Gardner explained key findings from the economic assessment showing that Greeley was one of the fastest-growing cities in Colorado characterized by a younger-than-average population. Housing affordability was a challenge impacting workforce retention and attraction. Workforce availability and skill levels were vital elements for business location decisions. The City's digital infrastructure, utilities, and transportation systems were under pressure due to the rapid growth, and Greeley's access to water was a significant competitive advantage.

He explained that the vision seeks to position Greeley as Northern Colorado's leading destination for business growth, a hub for innovation and entrepreneurship, with a vibrant, diverse opportunities.

Ms. Claymore outlined eight key focus areas for economic development:

- marketing and promotion,
- business recruitment in targeted industries,
- retention and expansion of existing businesses,
- development of an entrepreneurial ecosystem,
- workforce development,
- attracting investment to development opportunities,
- promoting business-friendly policies,
- fostering commercial development growth.

Councilmember DeBoutez inquired about what constitutes “quality of life” and emphasized the importance of understanding workforce development needs. Mr. Gardner explained that “quality of life” included amenities, parks, recreation, services, entertainment, and shopping.

Councilmember Olson pointed out that 30-39% of Greeley residents commute elsewhere for work, citing the need for improvements in workforce development and reductions in business growth barriers. Ms. Claymore agreed that it would be important to address the gap between growing local labor force skills and business requirements. Mr. Gardner suggested collaborating with educational institutions for workforce development.

Councilmember McDonald noted that residents leave Greeley for jobs and recommended leveraging the new College of Medicine to attract higher-paying roles. Ms. Claymore responded that various factors, such as the lack of some high-paying jobs in Greeley, contribute to this issue and there were plans to address these areas to retain local workforce.

Councilmember Butler asked about the plan's approval timeline and suggested strengthening the inclusion of housing into the economic development strategy. Mr. Gardner clarified that there wasn't a set timeline for approval.

Mayor Gates thanked staff and the consultant for the information.

8. 2026 City of Greeley Employee Pay Plan

Director of Human Resources Martha Lanaghen, presented the item at 8:24 p.m. Ms. Lanaghen explained that the current employee pay plan was complex, featuring 52 different pay bands and two separate pay plans. Additionally, more than 400 employees were within 5% of their maximum pay band. The new pay plan would address these issues by maintaining the same five job families, which included:

- management,
- professional,
- support,
- trades and operations,
- senior management,
- and keep the Fair Labor Standards Act exemption statuses unchanged.

The plan would revise pay grades and ranges to allow for more growth opportunities. Financial impacts of the new plan involved several adjustments, such as raising the pay of two employees whose current salaries are below the minimum of their new pay range increasing part-time employee wages from \$14.81 to \$15.00 per hour, implementing step programs for certain positions, and finally, increasing on-call pay from \$1.50 to \$2.50 per hour.

Ms. Lanaghen emphasized Greeley's compensation philosophy focused on being comparable rather than competitive, while offering strong benefits as part of the total rewards package.

Councilmember Butler asked about the on-call pay program. Ms. Lanaghen explained that it applied to positions such as water and sewer staff who must respond to emergencies, and also maintenance workers during snow and ice events.

Mayor Gates thanked staff for the information.

9. Emergency Communication System Overview

Director of Emergency Management Peter Perez, and Deputy Director Dom Tatti, presented an overview of the city's emergency communication systems at 8:38 p.m.

Mr. Perez explained that emergency alerts played a crucial role in rapidly warning the public of imminent threats, providing protective action guidance, building community trust, and ultimately saving lives. He discussed various emergency notification methods, which included the Integrated Public Alert and Warning System (IPAWS), a federal system accessed through county systems, and mass communication systems such as opt-in systems like Code Red used by Weld County. He noted that outdoor warning sirens were not used in Greeley, so other methods like weather radios, social media platforms, traditional media, and websites were utilized for emergency communication.

Mr. Perez highlighted several current challenges faced by these systems. Opt-in systems require public action to register, and there can be a public distrust in providing personal information. Additionally, there were language and accessibility gaps and restricted access to systems like Code Red and IPAWS. To counteract these issues, future improvements include:

- increasing community awareness and education,

- enhancing multilingual and accessible messaging, and
- exploring next-generation tools such as integrating emergency notifications with smart home devices.

Councilmember Butler asked about improving coordination with Weld County to shorten lag time for alerts. Mr. Perez explained that they were actively working with Weld County on improving the process. He noted that the current system tasks 9-1-1 dispatchers with sending alerts, adding workload to their existing duties. Ongoing efforts include seeking a new vendor and exploring limited access for cities to the county's alert database.

Councilmember Hall asked about the distinction between emergency and informational alerts. Mr. Perez emphasized that emergency alerts require immediate action to safeguard lives and properties, while informational alerts serve to provide general updates and warnings.

Mayor Gates asked about tornado sirens. Mr. Perez explained that cost, maintenance, and limitations in penetrating homes with basements. He mentioned that their effectiveness was primarily outdoors, and any implementation would need to focus on large gathering spaces with proper community education efforts.

Mayor Gates thanked staff for the information.

10. Utilities Customer Information System Project Update

Deputy Director of Utility Finance and Customer Service Erik Dial, and IT Project Manager Krystal Dilka introduced the item at 9:05 p.m.

Mr. Dial explained that the project was part of a broader effort to enhance customer experience, encompassing not only the new website but also Greeley 311. The approach involved several key aspects: appointing a strong project manager and a dedicated team while backfilling key positions allowed staff to concentrate on the project's execution.

Extensive data cleanup and business process mapping were crucial components of the project's groundwork. The selected vendor, Spry Point, provided a comprehensive suite of integrated modules tailored for various utilities. These included;

- Spry CIS for utility billing,
- Spry Mobile for handling work orders,
- Spry Engage as the customer-facing portal, and
- Spry Backflow, which is already live, as well as an interval data management system.

The implementation included a communication and change management plan using social media, the city website, flyers, events, bill inserts, and direct mailers. Mr. Dial noted that every customer account would have a new account number, requiring customers on autopay to set that up again in the new system.

Key benefits included:

- Enhanced customer experience with easier payment options
- Better data access and reporting capabilities
- Modern system that will grow with Greeley

Ms. Dilka emphasized adequate resources, appropriate timeline, staff training, and communications for successful project implementation. She noted that other cities have contacted Greeley to learn about this implementation approach.

The project was scheduled to go live in November 2025.

Councilmember DeBoutez asked about potential revenue collection delays during the transition. Mr. Dial responded by acknowledging that a slower revenue collection was anticipated due to potential billing confusion among customers. He explained that the implementation was intentionally scheduled during the off-season to minimize impact and clarified that revenues would ultimately be collected, though there might be delays.

Councilmember Hall asked about managing multiple accounts for property management companies. Mr. Dial explained that the new system, Spry Engage, allows users to link multiple accounts for consolidated payments. Property management companies would have the capability to manage accounts within a single system interface, providing a streamlined and efficient approach to handle multiple properties. Utility billing staff would be available to assist users in setting up and managing these linked accounts as needed.

Mayor Gates thanked staff for the information.

11. Scheduling of Meetings, Other Events

None.

12. Adjournment

With no further business to come before the Council, Mayor Gates adjourned the meeting at 9:28 p.m.

Approved

X

John Gates
Mayor

Attest

X

Heidi Leatherwood
City Clerk



Council Agenda Summary

October 7, 2025

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to appoint Kim Longworth to the Greeley Housing Authority Board as the County Representative, with a term to expire September 30, 2028

Summary:

On February 11, 2025, Weld County and the Greeley Housing Authority entered into an Amendment to the Intergovernmental Agreement and began separation of the authorities with a modification that the separation would be complete upon successful transfer of the Voucher Program with approval from HUD. As a part of that Amendment to the IGA, the Weld County Housing Authority and Greeley Housing Authority agreed to recommend to City Council that the Weld County representation on the Greeley Housing Authority Board should be amended to one person recommended for appointment by the Board of County Commissioners of Weld County.

On September 2, 2025, the City Council adopted Resolution No. 50, 2025, which authorizes that the local housing authority shall be composed of seven commissions appointed by the Mayor pursuant to § 29-4-205, C.R.S. One of the commissioners shall be recommended by the Board of County Commissioners of Weld County for appointment by the Mayor. The term of office for a commissioner was reduced to three years. A commissioner may be re-appointed to the Housing Authority for an additional three-year term.

On September 3, 2025, the Board of County Commissioners of Weld County approved a resolution to recommend the reappointment to the Greeley Housing Authority, with a term to expire September 1, 2029. However, due to the reduction in term to 3 years, Ms. Longworth's reappointment will expire on September 30, 2028.

Fiscal Impact:

None

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government
Housing For All

Decision Options:

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

Council's Recommended Action:

Approve the motion.

Attachments:

1. Recommendation from Weld County
2. County Resolution for Kim Longworth Appointment



OFFICE OF THE BOARD OF COMMISSIONERS

(970) 400-4200
1150 O St., P.O. Box 758
Greeley, CO 80632

September 4, 2025

The Honorable John Gates
Mayor of Greeley
1001 11th Avenue
Greeley, Colorado 80631

RE: Greeley Housing Authority – County Representative

Dear Mayor Gates,

In accordance with the City of Greeley resolution dated June 16, 2020, regarding membership of the Greeley Housing Authority, the Board of Commissioners passed a resolution recommending the reappointment of Kim Longworth as a Weld County Representative.

Enclosed is a copy of our resolution stating we recommend appointment. Please advise our office of your decision.

Sincerely,

Perry L. Buck
Chair, Weld County Board of Commissioners

Resolution

Approve Recommendation for Reappointment to Greeley Housing Authority

Whereas, the Board of County Commissioners of Weld County, Colorado, pursuant to Colorado statute and the Weld County Home Rule Charter, is vested with the authority of administering the affairs of Weld County, Colorado, and

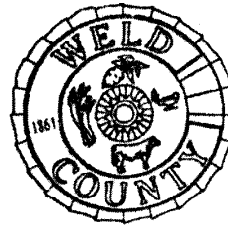
Whereas, the term for a certain position on the Greeley Housing Authority will soon expire, and

Whereas, the Weld County Board of Commissioners recommends to the Mayor of the City of Greeley to reappoint Kim Longworth to said board as the County Representative, with a term to expire September 1, 2029.

Now, therefore, be it resolved by the Board of County Commissioners of Weld County, Colorado, that Kim Longworth be, and hereby is, recommended for reappointment to the Greeley Housing Authority, with a term to expire September 1, 2029.

The Board of County Commissioners of Weld County, Colorado, approved the above and foregoing Resolution, on motion duly made and seconded, by the following vote on the 3rd day of September, A.D., 2025:

Perry L. Buck, Chair: Aye
Scott K. James, Pro-Tem: Aye
Jason S. Maxey: Aye
Lynette Peppler: Aye
Kevin D. Ross: Aye



Approved as to Form:

Bruce Barker, County Attorney

Attest:

Esther E. Gesick, Clerk to the Board

cc:BOCC(KF)
09/04/25

2025-2467
HA0003



Council Agenda Summary

October 7, 2025

Key Staff Contact: Robert Miller, Division Treasurer

Title:

Resolution of the City Council of the City of Greeley expressing the intent of the City to be reimbursed for certain expenses relating to the design and construction of new City office facilities, a hotel, parking garage, residential housing, ancillary retail and other complementary uses, and the supporting public improvements needed in connection therewith (Civic Campus Project)

Summary:

On August 5, 2025 the City entered into a pre-development agreement with Richmark Vertikal, LLC (Richmark) to construct the Civic Campus. The Civic Campus Project includes the design and construction of new City office facilities, a hotel, parking garage, residential housing, ancillary retail and other complementary uses, utility extensions, landscaping improvements, street improvements, water improvements, non-potable irrigation improvements, stormwater improvements, and wastewater improvements. To finance the project, the City will use appropriate taxable and tax-exempt financing, which may include the issuance of certificates of participation, water enterprise revenue bonds, wastewater enterprise revenue bonds, and project revenue bonds issued by a conduit issuer; or by any other means legally available to the City. Current modeling estimates the Civic Campus Project at approximately \$150 million.

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

Fiscal Impact:

Fiscal Impact:

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

No Impact: This allows for City Council approved expenditures to be reimbursed from future financing.

Legal Issues:

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

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth

Community Vitality
High-Performance Government
Infrastructure and Mobility
Quality of Life

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 60, 2025

THE CITY OF GREELEY, COLORADO
RESOLUTION NO. 60, 2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY EXPRESSING
THE INTENT OF THE CITY TO BE REIMBURSED FOR CERTAIN EXPENSES
RELATING TO THE DESIGN AND CONSTRUCTION OF NEW CITY OFFICE
FACILITIES, A HOTEL, PARKING GARAGE, RESIDENTIAL HOUSING, ANCILLARY
RETAIL AND OTHER COMPLEMENTARY USES, AND THE SUPPORTING PUBLIC
IMPROVEMENTS NEEDED IN CONNECTION THEREWITH**

WHEREAS, the City of Greeley (the “City”), is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX, Section 6 of the Constitution of the State of Colorado and the home rule charter of the City; and

WHEREAS, the members of the City Council of the City (the “Council”) have been duly appointed and qualified; and

WHEREAS, it is the current intent of City to make capital expenditures for the design and construction of certain capital improvements, including but not limited to new City office facilities, a hotel, parking garage, residential housing, ancillary retail and other complementary uses, utility extensions, landscaping improvements, street improvements, water improvements, non-potable irrigation improvements, stormwater improvements, and wastewater improvements (collectively, the “Civic Campus Project”); and

WHEREAS, the City has determined that it is in the best interest of the City to finance the Civic Campus Project through taxable and a tax-exempt financing which may include the issuance of certificates of participation, water enterprise revenue bonds, wastewater enterprise revenue bonds, and project revenue bonds issued by a conduit issuer; or by any other means legally available to the City (the “Financing”); and

WHEREAS, the City has determined that it is necessary to make capital and certain preliminary expenditures in connection with the Civic Campus Project (including to acquire the necessary property and construct portions of the Civic Campus Project) prior to the time that the City arranges for the specific Financing of the Civic Campus Project; and

WHEREAS, it is the City’s reasonable expectation that when such Financing occurs, the capital and preliminary expenditures will be reimbursed with the proceeds of the Financing; and

WHEREAS, in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), it is the City’s desire that this resolution shall constitute the “official intent” of the Council to reimburse such capital expenditures within the meaning of Treasury Regulation §1.150-2.

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

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the City and the officers, employees and agents of the City directed toward the tax-exempt financing is hereby ratified, approved and confirmed.

Section 2. The City intends to finance approximately \$150,000,000 to pay the costs of the Civic Campus Project, including the reimbursement of capital and preliminary expenditures and other certain costs incurred by the City prior to the receipt of any proceeds of a financing, upon terms acceptable to the City, as authorized in an ordinance to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith.

Section 3. The officers, employees and agents of the City shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Civic Campus Project and to otherwise carry out the transactions contemplated by this resolution.

Section 4. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provision of this Resolution.

Section 5. The City shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h).

Section 6. This resolution is intended to be a declaration of “official intent” to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

Section 7. If any section, paragraph, clause or provision of this resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 8. All acts, orders and resolutions of the City, and parts thereof, inconsistent with this resolution be, and the same hereby are, repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 9. The resolution shall be in full force and effect upon its passage and approval by the City Council.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2025.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

October 7, 2025

Key Staff Contact: Mandy Shreve, Housing Solutions Director

Title:

Resolution to enter into a grant agreement with the State of Colorado, Department of Local Affairs Division of Housing, to receive grant funds through Greeley Collaborative Housing HOME - American Rescue Plan ARP Program

Summary:

The City of Greeley has applied for and been awarded funding from the Colorado Department of Local Affairs (DOLA) Division of Housing through the Greeley Collaborative Housing HOME - American Rescue Plan (ARP) program in the amount of \$360,000 and as part of the grant requirements, the City will provide matching funds in the amount of \$738,99. Match dollars are committed in the form of \$100,000. Medicaid reimbursement dollars and \$638,991 in kind for salaries/benefits and other supplies funded by the City's general fund for case management, supervision, and program oversight.

Award and matching funds will be spent over 5 years in equal amounts not to exceed the yearly allocation by DOLA of \$72,000 in awarded dollars and \$147,798 in match dollars. The DOLA grant funds will be spent on costs directly related to tenancy support services. To receive the grant fund, the City must execute a grant agreement with the State of Colorado, a copy of which are attached as Exhibit A and incorporated herein by reference.

If Council accepts grant funds, it will be reflected in the October 2025 appropriation for the 2026 budget as an increase of \$360,000 to fund 176 as a result of new grant revenue. The City of Greeley is authorized by Section 3-5 of the Greeley City Charter and Section 2-186 of the Greeley Municipal Code to enter into intergovernmental agreements to furnish governmental services.

Fiscal Impact:

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

Positive

Positive Impact:

What is the onetime and/or ongoing amount? One-Time — \$360,000 awarded over 5 years, \$72,000 per year, and \$738,991 matched over 5 years, \$147,798 per year. Match dollars are committed in the form of \$100,000 Medicaid reimbursement dollars and \$638,991.00 in kind for salaries/benefits and other supplies funded by the City's general fund for case management, supervision, and program oversight.

Is it budgeted?

Yes

Does it require a new appropriation?

Yes

Are there any long-term financial impacts?

No

Is there grant funding for this item?

Yes

Does this action have potential long-term fiscal implications?

No

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Housing For All

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 61, 2025 with Exhibit A

CITY OF GREELEY, COLORADO
RESOLUTION NO. 61, 2025

**A RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE STATE OF
COLORADO, DEPARTMENT OF LOCAL AFFAIRS, TO RECEIVE HOME-ARP GRANT
FUNDS FOR TENANCY SUPPORT SERVICES**

WHEREAS, the City of Greeley has applied for and been awarded funding from the Colorado Department of Local Affairs Division of Housing through HOME-ARP grant funds in the amount of \$360,000 and as part of the grant requirements, the City will provide matching funds in the amount of \$738,991; and

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

WHEREAS, to receive the grant funds the City must execute a Grant Agreements with the State of Colorado, copy of which are attached as Exhibit A and incorporated herein by reference; and

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

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

Section 1. That the City Manager is hereby authorized to finalize and execute the proposed Grant Agreement, attached as Exhibit A, with the State of Colorado, Department of Local Affairs, for the receipt of grant funds to be used tenancy support services, in a form modified and approved by the City Attorney consistent with the terms, conditions, and objectives of the agreement presented to Council.

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2025.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A GRANT AGREEMENT

State of Colorado Grant Agreement Cover Page

State Agency
Department of Local Affairs
for the benefit of the Division of Housing
Grantee
[City of Greeley](#)
Grantee UEI
[VJG3QJKZ1X6](#)
Agreement Maximum Amount
[\\$360,000.00](#)

Agreement Encumbrance Number
[H6HOMA34755](#)
CMS Number
[200755](#)
Agreement Performance Beginning Date
October 1, 2025 or The Later of the Effective Date
Initial Agreement Expiration Date
[September 30, 2030](#)
Fund Expenditure End Date
[September 30, 2030](#)
Catalogue of Federal Domestic Assistance # [14.239](#)

Funding Program: [Tenancy Support Services \(TSS\)](#)
Funding Source: Federal

Agreement Authority - Authority for this Agreement arises from [§24-32-705, C.R.S.](#) Authority exists in the law and funds have been budgeted, appropriated and otherwise made available pursuant to [Section 3205 of the “American Rescue Plan Act of 2021” \(the “HOME-ARP Statute”\)](#) and a sufficient unencumbered balance thereof remains available for payment and the required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.

Agreement Purpose - Provide Tenancy Support Services (TSS) to permanent supportive housing program participants.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

- Exhibit A – Applicable Laws
- Exhibit B – Statement of Project
- Exhibit C – Federal Provisions
- Exhibit D – Reserved
- Exhibit E – PII Certification
- Exhibit F – Reserved
- Exhibit G – Sample Option Letter
- Form 1 – Reserved

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

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

Principal Representative

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

For Grantee:
[Raymond Lee, City Manager](#)
[City of Greeley](#)
[1000 10th St.](#)
[Greeley CO 80631](#)
Raymond.lee@greeleygov.com

Signature Page

The Parties hereto have executed this agreement

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

GRANTEE

CITY OF GREELEY

By: Raymond Lee, City Manager

Date: __

DIVISION OF HOUSING

Contract Reviewer

By: Julia Zaffarano, Director, Office of Homeless Initiatives

Date: __

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

By: Maria De Cambra, Executive Director

Date: __

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: Beulah Messick, Controller Delegate

Date: __

Table of Contents

State of Colorado Grant Agreement	1
Cover Page	1
Signature Page	2
Table of Contents	3
1. Parties	3
2. Term and Effective Date	4
3. Definitions	5
4. Statement of Project	8
5. Payments to Grantee	8
6. Reporting - Notification	11
7. Grantee Records	11
8. Confidential Information-State Records	12
9. Conflicts Of Interest	14
10. Insurance	14
11. Breach of Agreement	18
12. Remedies	18
13. Dispute Resolution	21
14. Notices and Representatives	21
15. Rights in Work Product and Other Information	21
16. Statewide Contract Management System	22
17. Restrictions on Public Benefits	23
18. General Provisions	23
19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)	27
Exhibit A, Applicable Laws	1
Exhibit B, Statement of Project	1
Exhibit C, Federal Provisions	1
Federal Funding Accountability and Transparency Act (FFATA) Data Report Form	1
Exhibit D, Reserved	1
Exhibit E, PII Certification	1
Exhibit F, Reserved	1
Exhibit G, Sample Option Letter	1
Form 1, Reserved	1

Parties

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO (the “State”) [acting by and through the Department of Local Affairs \(“DOLA”\) for the benefit of the Division of Housing \(“DOH”\)](#). Grantee and the State agree to the terms and conditions in this Agreement.

Term and Effective Date

Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §0, or after the Fund Expenditure End Date.

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.

Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one (1) year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement. The total duration of this Agreement including the exercise of any options to extend shall not exceed five (5) years from its Effective Date without approval of the Colorado Office of the State Controller.

End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §0, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in

the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **§12.A.i.**

Method and Content

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

Obligations and Rights

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

Payments

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

Grantee's Termination Under Federal Requirements

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

Definitions

The following terms shall be construed and interpreted as follows:

- “Agreement” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- “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.\
- “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- “Budget” means the budget for the Work described in **Exhibit B, §5.2.**

“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.

“CJI” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

“CORA” means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

“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.

“End of Term Extension” means the time period defined in §0.

“Exhibits” means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

“Extension Term” means the time period defined in §0.

“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 contractor or payments to an individual that is a beneficiary of a Federal program.

“Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient. The United States Department of Housing and Urban Development is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

“Goods” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

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

“Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

“Initial Term” means the time period defined in §0.

“Matching Funds” means the funds provided Grantee as a match required to receive the Grant Funds.

“Party” means the State or Grantee, and “Parties” means both the State and Grantee.

“PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.

- “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et seq., C.R.S.
- “PHI” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- “Project” means the overall project described in **Exhibit B** including, without limitation, the Work and the Services.
- “Subject Property” means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Grant Funds are used to construct, rehabilitate, clear or demolish improvements.
- “Recipient” means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- “Services” means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- “State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- “State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.
- “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.
- “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.
- “Subcontractor” means third-parties, if any, engaged by Grantee to aid in performance of the Work.

“Subcontractor” also includes sub-grantees of grant funds.

“Subrecipient” means an entity that receives a sub-award from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.

“Tax Information” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

“Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal award specifically indicate otherwise.

“Work” means the Goods delivered and Services performed pursuant to this Agreement.

“Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work.

“Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

Statement of Project

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

Payments to Grantee

Maximum Amount

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

Payment Procedures

Invoices and Payment

The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B**. Satisfactory performance of the terms of this Agreement is a condition precedent to the State’s obligation to pay Grantee.

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

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

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

Interest

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

Payment Disputes

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

Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §0.

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.

Matching Funds

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

Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in **Exhibit B** and **§5.A** for all allowable costs described in this Agreement and shown in the Budget in **Exhibit B**, except that Grantee may adjust the amounts between each line item of the Budget as provided for in **§5.3** of **Exhibit B**, without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit B**. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-agreement costs pursuant to **§5.2.4** of **Exhibit B** and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

Close-Out

DOLA shall not release final payment until Grantee has met its close-out obligations, which include, without limitation, completion of the Project, and compliance with all monitoring reporting requirements. Grantee shall close out this Award within forty-five (45) days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold up to 10% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from

applying for new Federal Awards through the State until such documentation is submitted and accepted.

Reporting - Notification

Periodic Reports

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

Litigation Reporting

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

Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State as provided in §7 of **Exhibit B** and no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

Violations Reporting

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

Grantee Records

Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three (3) years following the date of submission to the State of the final expenditure report, or if this 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 Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of

a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

Monitoring

The State will monitor Grantee'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 Contractor's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee 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 Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

Final Audit Report

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

Confidential Information-State Records

Confidentiality

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

Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as

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

Use, Security, and Retention

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

Incident Notice and Remediation

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

Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101, et seq., C.R.S. In addition, as set forth in § 24-74-102, et seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for

the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis Grantee's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

Conflicts Of Interest

Actual Conflicts of Interest

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

Apparent Conflicts of Interest

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

Disclosure to the State

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

Ethical Principles

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

Insurance

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State. Grantee may determine and require a higher limit of subcontractors or not require certain insurance in this **§10** that does not directly apply to the work of any subcontractors.

Workers' Compensation

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

General Liability

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

\$1,000,000 each occurrence;

\$1,000,000 general aggregate;

\$1,000,000 products and completed operations aggregate; and

\$50,000 any one (1) fire.

Automobile Liability

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

Cyber/Network Security and Privacy Liability

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

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

\$1,000,000 each occurrence; and

\$2,000,000 general aggregate.

Professional Liability Insurance

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

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

\$1,000,000 each occurrence; and

\$1,000,000 general aggregate.

Crime Insurance

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

\$1,000,000 each occurrence; and

\$1,000,000 general aggregate.

Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §10.A through §10.E above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum

amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

Property Insurance

If Grant Funds are provided for the acquisition, construction, or rehabilitation of real property, insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantee will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property. This insurance requirement shall only apply to the owner of the Subject Property or assignee as required by this Agreement.

Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §10.H above, or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

Builder’s Risk Insurance

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

Grantee and/or Subcontractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

The insurance shall include interests of the property owner, Grantee, and Subcontractors in the Project as named insureds.

All associated deductibles shall be the responsibility of the Grantee, and Subcontractor. Such policy may have a deductible clause but not to exceed \$25,000.

Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee’s and Subcontractor’s services and expenses required as a result of such insured loss.

Builders Risk coverage shall include partial use by Grantee and/or property owner.

The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subcontractor shall be reimbursed for

this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

Pollution Liability Insurance

If Grantee and/or its Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. The Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor.

Additional Insured

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

Primacy of Coverage

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

Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §0 within seven (7) days of Grantee's receipt of such notice.

Subrogation Waiver

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

Public Entities

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

Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement

within seven (7) Business Days following Grantee's execution of the subcontract. No later than fifteen (15) days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

Breach of Agreement

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after the delivery of written notice, the Party may exercise any of the remedies as described in §0 for that Party except that, at the aggrieved Party's sole discretion, the thirty (30) day period may be extended. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

Remedies

State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §0, 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.

Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee 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. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

Obligations and Rights

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

that was in the process of completion to the State at the State's request.

Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §0.

Damages and Withholding

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

Remedies Not Involving Termination

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

Suspend Performance

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

Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

Deny Payment

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

Removal

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

Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is

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

Collection of Unallowable Costs (2CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.

Technical Assistance

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

Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §0 and the dispute resolution process in §0 shall have all remedies available at law and equity.

Dispute Resolution

Initial Resolution

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

Resolution of Controversies

If the initial resolution described in §0 fails to resolve the dispute within ten (10) Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the Department of Local Affairs as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S. and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

Notices and Representatives

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall

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

Rights in Work Product and Other Information

Work Product

Copyrights

[Reserved].

Patents

[Reserved].

Assignments and Assistance

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

Exclusive Property of the State

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

Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-

party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Grantee Property”). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

Statewide Contract Management System

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

Restrictions on Public Benefits

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

Produce a verification document in accordance with 62 Fed. Reg. 221 (November 17, 1997), pp. 61,363 - 61,371; and,

Execute a Residency Declaration, attached as Form 1, or a substantially similar form as determined by the State.

General Provisions

Applicable Laws

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

Assignment

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

Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the

entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

Binding Effect

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

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.

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.

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.

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.

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.

Jurisdiction and Venue

[Reserved].

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.

By the Parties

The State, at its discretion, shall have the option to unilaterally extend the Initial Agreement

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

By Operation of Law

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

Items not Requiring Modification - Consents

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

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.

External Terms and Conditions

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

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.

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.

Taxes

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

Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.B**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

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.

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.

Standard and Manner of Performance

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

Licenses, Permits, and Other Authorizations

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

[RESERVED]General Indemnification

Grantee 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 Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of **§0** may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee 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 Grantee, or its employees, agents, assigns, or Subcontractors in violation of **§0**.

Intellectual Property Indemnification

Grantee 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.

Accessibility Indemnification

Grantee shall indemnify, save, and hold harmless 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 Grantee's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all applicable State and Federal Law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

Accessibility

Grantee shall comply with and Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

Statutory Approval. §24-30-202(1), C.R.S.

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

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.

Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act,

§24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq., C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

Independent Contractor.

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

Compliance with Law.

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

Choice of Law, Jurisdiction and Venue.

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

Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

Software Piracy Prohibition.

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

Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507, C.R.S.

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

Vendor Offsets and Erroneous Payments. §§24-30-202(1) and 24-30-202.4, C.R.S.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Exhibit A, Applicable Laws

Laws, regulations, and authoritative guidance incorporated into this Agreement include, without limitation:

1. Housing and Community Development Act of 1974, Pub L, No. 93-383, as amended.
2. Cranston-Gonzales National Affordable Housing Act of 1990, as amended.
3. 24 CFR Part 92, HOME Investment Partnerships Program Final Rule.
4. State of Colorado Community Development Block Grant (CDBG) Guidebook, available on DOLA's website.
5. 24 CFR Parts 0-91 Housing and Urban Development.
6. 24 CFR Subtitle B, Chapter I – XXV, HUD.
7. 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.
8. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
9. 2 CFR Part 230, Cost Principles for Non-Profit Organizations.
10. 2 CFR Part 200 Section 500, *et seq.*, Audit Requirements.
11. §29-1-601, *et seq.*, C.R.S., Local Government Audit Law.
12. §24-32-106 C.R.S., Powers of the director provision.
13. §24-32-705(1)(i) C.R.S., DOH ability to accept and receive grants.
14. 16 USC §469, *et seq.*, Historic Preservation.
15. 2 USC Chapter 26, Disclosure of Lobbying Activities.
16. 5 USC §552a, Public Information; agency rules, opinions, order, records and proceedings (Privacy Act 1974).
17. 8 USC §1101-1646, Immigration and Nationality.
18. 12 USC §§1701- 1701z-15, National Housing Act.
19. 15 USC Chapter 49, Fire Prevention and Control.
20. 16 USC Chapters 1-92, Conservation.
21. 16 USC §469, *et seq.*, Historic Preservation.
22. 16 USC §1531, *et seq.*, Endangered Species.
23. 16 USC §1271, *et seq.*, Wild and Scenic Rivers.
24. 20 USC Chapter 38, Discrimination Based on Sex or Blindness (Title IX, as amended, Education Amendment of 1972).
25. 29 USC Chapter 8, §§201, 206, *et seq.*, as amended, Labor.
26. 29 USC Chapter 14 Age Discrimination in Employment.

27. 29 USC Chapter 16, §§793-794, *et seq.*, as amended, Vocational Rehabilitation and Other Rehabilitation Services.
28. 31 USC Subtitles I – VI, Money and Finance.
29. 40 USC Subtitle I, Federal Property and Administrative Services.
30. 40 USC Subtitle II, Public Buildings and Works.
31. 40 USC §§ 3141 – 3148, Wage Rate Requirements (Davis Bacon).
32. 40 USC §§ 3701 – 3708, Contract Work Hours and Safety Standards Act.
33. 40 CFR Parts 1500-1508, Council on Environmental Quality (Regulations Implementing NEPA).
34. 41 CFR Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
35. 41 USC § 6502, *et seq.*, Walsh-Healey Public Contracts Act.
36. 41 USC Chapter 81, Drug Free Workplace.
37. 42 USC Chapter 6A, Public Health Service.
38. 42 USC Chapter 21, Civil Rights.
39. 42 USC Chapter 45 Fair Housing.
40. 42 USC Chapter 50, National Flood Insurance.
41. 42 USC Chapter 55, National Environmental Policy.
42. 42 USC Chapter 63, Lead-Based Paint Poisoning Prevention.
43. 42 USC Chapter 69, Community Development.
44. 42 USC Chapter 76, Age Discrimination in Federally Assisted Programs.
45. 42 USC Chapter 85, Air Pollution Prevention and Control.
46. 42 USC Chapter 89, Congregate Housing Services.
47. 42 USC Chapter 126, Equal Opportunity for Individuals with Disabilities.
48. 42 USC Chapter 130, National Affordable Housing.
49. 42 USC §§300f – 300j-26, Safe Drinking Water.
50. 49 CFR Part 24, as amended, Uniform Relocation Assistance and Real Property for Federal and Federally Assisted Programs.
51. §24-34-301, *et seq.*, C.R.S., Colorado Civil Rights Division.
52. §24-34-501, *et seq.*, C.R.S., Housing Practices.
53. §24-75-601, *et seq.*, C.R.S., Legal Investment of Public Funds.

54. Executive Order 11063, HUD Equal Opportunity in Housing, as amended by Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs.
55. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
56. Executive Order 11988, Floodplain Management.
57. Executive Order 11990, Protection of Wetlands.
58. Public Law 110-289, Housing and Economic Recovery Act of 2008.
59. Public Law 111-203, Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.
60. Compliance with all applicable standards, orders, or requirements issued pursuant to section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8068, March 11, 1988, as amended at 60 FR 19639, Apr. 19, 1995].

Exhibit B, Statement of Project

Exhibit C, Federal Provisions

1. Applicability of Provisions.

- 1.1. The Grant 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 Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

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

“Entity” means:

a Non-Federal Entity;

a non-profit organization or for profit organization;

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

“Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

“Grant” means the Grant to which these Federal Provisions are attached.

“Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

“Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

“Nonprofit Organization” organization, that:

Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

Is not organized primarily for profit; and

Uses net proceeds to maintain, improve, or expand the organization’s operations; and

Is not an IHE.

“OMB” means the Executive Office of the President, Office of Management and Budget.

“Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a

Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

“Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

“Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

“Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

“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>.

“Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

“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.

“Unique Entity ID” (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

“Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 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.

3. Compliance.

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. 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, at its discretion, may provide written notification to Subrecipient 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 Unique Entity ID Requirements.

- 4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient 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. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

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

The total Federal funding authorized to date under the Award is \$30,000 or more; and

In the preceding fiscal year, Subrecipient received:

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

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

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. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §Error! Reference source not found. below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §Error! Reference source not found. below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

- 8.1. Subrecipient shall report as set forth below.

To SAM. A Subrecipient shall report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

Subrecipient Unique Entity ID;

Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

Subrecipient parent's organization Unique Entity ID;

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

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

To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:

Subrecipient's Unique Entity ID as registered in SAM.

9. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District. Procurement Standards.
- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. 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.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

- 10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

- 11.1. If a Subrecipient expends \$1,000,000 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.

Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 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 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.

Exemption. If a Subrecipient expends less than \$1,000,000 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.

Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart 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 2 CFR 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 Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

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 200.415. 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. 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 Subrecipient 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.

15. Event of Default and Termination.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant 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 Grant, at law or in equity.

Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

Whistle Blower Protections

An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

Federal Funding Accountability and Transparency Act (FFATA) Data Report Form (For Grantee Completion)

Reporting is required for initial awards of \$25,000 or more or award modifications that result in a total award of \$25,000 or more.

Information Field (Definitions can be found in Exhibit C)	Response
1. Agency or Jurisdiction UEI Number:	
2. Subrecipient Name Receiving Award:	
3. Subrecipient Parent UEI Number: (Report if different from subrecipient number)	
4. Location of Entity Receiving Award: (Full street address)	
5. Primary Location of Performance of the Award: (City, State and Congressional District)	
	Answer True or False
6. In the preceding fiscal year, Grantee received:	
a. \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
b. 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
c. The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	

Note: An answer to question 7 is required ONLY when all answers to question 6 are true.

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name Compensation Amount

By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

DATE__

Signature of Responsible Administrator

Exhibit D, Reserved

Exhibit E, PII Certification

STATE OF COLORADO

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

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

Signature: _____

Printed Name: _____

Date: _____

Exhibit E, PII Certification

STATE OF COLORADO

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

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

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit F, Reserved

Exhibit G, Sample Option Letter

State Agency

Department of Local Affairs,
for the benefit of the Division of Housing

Existing CMS Numbers

000000, 000000 (A1), 000000 (OL1)

(Previous) Agreement Maximum Amount

\$0,000,000.00

(Previous) Initial Agreement Expiration Date

\$0,000,000.00

(Previous) Fund Expenditure End Date

Month XX, 202X

Grantee

[Name]

Encumbrance #

[H6HOMA34755](#)

New CMS #

000000

(New) Agreement Maximum Amount

\$00,000,000.00 (No change)

(New) Initial Agreement Expiration Date

\$0,000,000.00 (No change)

(New) Fund Expenditure End Date

Month XX, 202X (No change)

Options:

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

Required Provisions:

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

5.2. Project Budget

Budget Item	Amount
[Insert]	[Insert]
Total	[Insert]

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

6.1. Payment Schedule

Payment	Amount	Timing
[Insert]	[Insert]	[Insert]
Total	[Insert]	[Insert]

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

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

Milestone	Date
[Insert]	[Insert]
Total	[Insert]

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

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

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

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

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

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

[Grantee Name]
[Street Address]
[City, State, Zip]

Option Effective Date:

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

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 OF COLORADO
Governor
Department of Local Affairs

STATE CONTROLLER

By: Executive Director

Date:__

By: Controller Delegate

Option Effective Date:_____

Form 1, Sample Residency Declaration - Reserved

EXHIBIT B
STATEMENT OF PROJECT
TENANCY SUPPORT SERVICES

1. GENERAL.

- 1.1 Project Description.** The State is providing Grant Funds to the Grantee to assist with the payment of certain costs associated with the implementation of the HOME investment Partnership American Rescue Plan Program (HOME-ARP). Grantee shall use the Grant Funds to provide Tenancy Support Services (“TSS”) in a supportive housing model to approximately twenty [20] Households (as defined in §2 of this **Exhibit B**) that are participants or applicants of supportive housing within the [Greeley Collaborative Housing HOME-ARP program](#). Grantee shall conduct in-reach and outreach, housing search, counseling services, and other services as described herein as TSS that support each Household’s ability to transition to stable housing and successfully maintain tenancy. In providing TSS, Grantee will follow services standards as defined herein. If Grantee fails to draw Grant Funds in accordance with §3.2, DOH may, in its sole discretion, de-obligate the remaining funds to make them available for future competitive funding rounds.
- 1.1. Preference.** Grantee shall give a preference to Households based on the preferences listed in the DOH-approved Tenant Selection Plan.
- 1.2 Service Area.** Performance of services for this Agreement shall occur in [City of Greeley](#).
- 1.3 Grantee’s Obligations.**
- 1.3.1** Grantee shall complete the Project requirements, administer this Agreement, and provide required documentation to the State as specified herein.
- 1.3.2** Grantee shall enter into a written agreement(s), the content of which meets DOLA’s requirements, with the following individuals or entities prior to disbursing any funds:
- 1.3.2.1** All Subcontractors engaged by Grantee to aid in the performance of the Work.
- 1.3.2.2** Individuals who receive direct benefits under this Agreement (i.e. project Beneficiaries).
- 1.3.3** Grantee’s rights and obligations under this **Exhibit B** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- 1.4 Time of Performance.** Grantee shall commence performance of its obligations on the Agreement Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. Time of Performance may be extended in accordance with §2C, §2D, or §18K of the Grant Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Program Manager at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.

- 1.5 Tenancy Support Services.** Grantee shall employ both Housing Focused with Services and Harm Reduction models, which have been defined below, to carry out the following activities:
- 1.5.1** Grantee must adhere to the description of Tenancy Support Services as outlined in 24 CFR 578.53(e) and as it overlaps with the DOH Descriptions of Eligible Uses in §5.5.
 - 1.5.2** Outreach: Grantee shall assist in the ongoing efforts to ensure that eligible hard-to-reach Chronically Homeless persons are identified with a common assessment tool, referred to from the local Coordinated Entry System, and served by the Project. Grantee shall assist in the collection and preparation of required documentation of eligibility, homeless status, disability, family status, reasonable accommodation and income verification.
 - 1.5.3** Housing Search and Counseling Services: Grantee shall actively assist Participants with the location of rent reasonable, HQS housing.
 - 1.5.4** Landlord Liaison: Grantee shall: act as liaison between landlords and Participants to assist with conflict resolution in an effort to maintain housing; respond to landlord concerns or questions as swiftly as possible; and, have an established protocol for response should the primary grantee contact be unavailable.
 - 1.5.5** Grantee shall take all reasonable steps necessary to maximize the flexibility of the Project by allowing Participants to transfer to other Grantees administering the same Project at their organizations. If a transfer is in Participants' best interests, is desired by the Participant, and financially feasible, the transfer must be approved and facilitated by the DOH Homeless Program Specialist.
 - 1.5.6** This funding supports the provision of assertive, coordinated Tenancy Support Services (TSS). The implementation of Colorado's Health-Related Social Needs (HRSN) 1115 Waiver on July 1, 2025, expands Medicaid coverage for housing and nutrition supports. Tenancy Support Services (TSS) grantees should take the appropriate steps to ensure that expenditures billed pursuant to this agreement are not also billed to Medicaid.
- 1.6 Collaboration.** Grantee shall work collaboratively with community-based partners and referral sources as necessary to ensure that all Households served acquire and maintain housing as efficiently as possible. Grantee may attend and participate in case conferencing meetings to identify eligible Households for the Project and assist in process improvements as necessary. Grantee shall work in conjunction with the project voucher administrator and property management as necessary to ensure the intentions and outcomes of this Agreement. Grantee shall attend Project related meetings and trainings as requested by DOH. Grantee shall participate in local Coordinated Entry System meetings as needed to identify eligible individuals for the Project and assist in process improvements.
- 1.7 Homeless Management Information System.** Grantee shall utilize the local Continuum of Care (CoC) Homeless Management Information System (HMIS) for intake, program enrollment, move-in (if applicable), service provision (if applicable), annual

assessments, and exit data collection. If Grantee does not have access to CoC HMIS, Grantee shall seek approval from DOH to partner with an agency that has access. Grantee agrees to fully comply with all HMIS rules and regulations including, without limitation, the following:

- 1.7.1 Grantee shall perform data entry within five (5) days of intake, program enrollment, move-in (if applicable), service provision (if applicable), and discontinuance of participation by a Household.
- 1.7.2 Grantee shall run regular data quality checks to ensure data is accurate.
- 1.7.3 Grantee shall sign all required CoC HMIS agreements and adhere to all CoC HMIS policies and procedures. (These agreements are available from the CoC HMIS administrator for each CoC.)
- 1.7.4 Grantee shall submit and update data in the HMIS Database as requested/necessary to complete TSS performance reports (per §7.3 of this **Exhibit B**), as well as any other reports required by the CoC.
- 1.7.5 Grantee shall provide other information as requested by DOH for reporting and program evaluation purposes including, without limitation, the number of Households, the status of each Household, the location of units, the progress of the Households, and any other information deemed relevant by DOH.
- 1.7.6 Grantee shall ensure there is a current HMIS Client Consent Form on file for each Household.

2. DEFINITIONS.

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

- 2.1 **Administrative Plan.** “Administrative Plan” means DOH’s Housing Choice Voucher (HCV) and Rental Assistance Programs (RAP) Administrative Plan, which is available on the DOH website.
- 2.2 **Area Median Income.** The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. DOH sets voucher payment standards annually using HUD income limits.
- 2.3 **Behavioral Health.** “Behavioral Health” is the scientific study of the emotions, behaviors and biology relating to a person’s mental well-being, their ability to function in everyday life and their concept of self. Behavioral health conditions include: substance

use disorders; alcohol and drug addiction; and serious psychological distress, including suicide ideation and mental disorders.

- 2.4 Beneficiaries.** “Beneficiaries” shall mean the persons and/or households who are the end users that benefit from the Project.
- 2.5 Chronically Homeless.** “Chronically Homeless” means an individual with a disability who lives either in a place not meant for human habitation, a safe haven, or in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90 days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. In order to meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last 3 years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least 7 nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven. This definition is per the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH): Defining “Chronically Homeless” Final Rule for 24 CFR Parts 91 and 578, published December 4, 2015, and defers to any updates to the Final Rule.
- 2.6 Continuum of Care.** “Continuum of Care” means a regional or local planning body that coordinates a strategic system of housing and services for homeless families and individuals within a defined geographic area.
- 2.7 Coordinated Entry.** “Coordinated Entry” means is a regional, client-centered process that enables communities to assess and identify the housing and support needs of individuals experiencing homelessness. Coordinated Entry Systems also match the right level of service and housing intervention as quickly and efficiently as possible, while being respectful of client choice and local providers.
- 2.8 DOH.** “DOH” means the Colorado Department of Local Affairs, Division of Housing.
- 2.9 Extremely Low Income.** “Extremely Low Income” means a household whose income is at or below 30% of Area Median Income as determined by HUD.
- 2.10 Harm Reduction.** “Harm Reduction” means a set of practical approaches aimed to reduce the harm associated with substance use rather than on the prevention of substance use itself. Harm reduction approaches recognize that individuals can be at different stages of recovery and that effective interventions should be individually tailored to each individual’s stage. Such strategies have been effective in reducing morbidity and mortality for such individuals by incorporating strategies from safer use, to managed use, to abstinence. Individuals are allowed to make choices about use and treatment, and regardless of the choices, are not treated adversely, housing status is not threatened, and help continues to be available.
- 2.11 Homeless Management Information System (HMIS).** “Homeless Management Information System” is a local information technology system used to collect client-level

data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

- 2.12 Housing Focused with Services.** “Housing Focused with Services” is a homeless assistance approach that prioritizes providing non-time limited housing to people experiencing homelessness, thus ending their homelessness. It serves as a platform from which individuals can pursue personal goals and improve quality of life. This approach is guided by the belief that people need basic necessities, such as food and housing before attending to other goals of self-sufficiency, such as employment, budgeting, substance use treatment.
- 2.13 Housing Quality Standards (HQS).** “HQS” are the minimum quality standards for rental assistance programs to ensure the housing unit is safe, decent, and sanitary. HQS are required both at initial occupancy and during the duration of housing assistance.
- 2.14 Household.** “Household” means an extremely low-income individual or head of household over the age of 18 who requires long-term supportive services in order to maintain stable housing; is experiencing homelessness or would be upon discharge/release; and has a disabling condition, disabilities, or special needs, such as those with a behavioral health condition, as verified by a knowledgeable professional. Further eligibility criteria for households in this program are dictated in the DOH-approved Tenant or Participant Selection Plan.
- 2.15 HUD.** “HUD” is the United States Department of Housing and Urban Development.
- 2.16 Indirect Costs.** “Indirect Costs” means those costs that have been incurred for shared or joint objectives and cannot be readily identified with any particular activity. After direct costs have been determined and assigned directly to the grant award, or other work as appropriate, indirect costs are those that remain to be allocated. Examples include: office rent, utility, insurance, maintenance, and other expenditures related to shared space; administrative and executive team functions that support multiple program areas; and purchases, transportation, and staff expenses that benefit multiple program areas. Further guidance on indirect costs is provided in 2 CFR Part 200, Subpart E.
- 2.17 Lacking Housing or Homeless.** “Lacking Housing” or “Homeless” refers to a household that is living unsheltered, in a place not meant for human habitation or in a homeless shelter, or is at risk of losing their housing within 14 days. Homelessness is defined as living in a place not meant for human habitation, in emergency shelter, in temporary

housing (e.g. - safe haven, transitional housing, bridge housing, or rapid rehousing), or exiting an institution where the person temporarily resided.

- 2.18 Other Funds.** “Other Funds” means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.
- 2.19 Project Close-Out Date.** “Project Close-Out Date” shall mean the date DOLA determines the Project is complete as identified in writing to the Grantee.
- 2.20 Public Housing Authority.** “Public Housing Authority,” also called “Public Housing Agency” or “PHA,” means an entity established under the U.S. Housing Act of 1937 tasked with providing decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. The Department of Local Affairs, Division of Housing is one of more than 3,300 PHAs across the United States responsible for administering and maintaining Public Housing programs in partnership with the U.S. Department of Housing and Urban Development, including the Housing Choice Voucher program and State Housing Voucher program.
- 2.21 Recovery-Oriented Housing (ROH or ROHP).** “Recovery-Oriented Housing,” also called Recovery Housing, is a housing model which uses substance use-specific services, peer support, and physical design features to support individuals and families on a particular path to recovery from addiction, typically emphasizing abstinence.
- 2.22 Rental Assistance.** “Rental Assistance” means Housing Assistance Payments (HAP) paid on behalf of households by a Public Housing Authority (PHA) directly to property owners/landlords. Rental Assistance is non-time limited and units must meet HQS standards before rental assistance payments can be made. Rental Assistance must follow the PHA’s Voucher Administrative Plan policies, procedures and regulations.
- 2.23 SAMHSA.** “SAMHSA” means the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration.
- 2.24 Serious Mental Illness (“SMI”).** “Serious Mental Illness (“SMI”)” is when individuals over the age of 18 experience a mental, behavioral, or emotional disorder resulting in serious functional impairment, which substantially interferes with or limits one or more major life activities, such as basic daily living (for example, eating or dressing); instrumental living (for example, taking prescribed medications or getting around the community); or participating in a family, school, or workplace.
- 2.25 State Housing Voucher (SHV).** “State Housing Voucher” means a tenant or project-based voucher provided through DOH state-funded sources. SHVs provide rental and

security deposit assistance to assist eligible households in leasing safe, decent, and affordable rental housing.

2.26 Substantial Completion. “Substantial Completion” means that Grantee has achieved the milestones and targets identified in §3.2 of this **Exhibit B** and served the Households identified in §1.1 of this **Exhibit B**.

2.27 Supportive Housing. “Supportive Housing,” also known as Permanent Supportive Housing (PSH), means decent, safe, affordable, community-based housing that provides tenants with the rights of tenancy, Tenancy Support Services, and links to other intensive supportive services using best practices, particularly the Housing Focused with Services model, as well as Harm Reduction and Trauma-informed approaches. Supportive Housing is designed to allow tenants to live as independently as possible.

2.28 Tenancy Support Services (TSS). “Tenancy Support Services” or “TSS” means the eligible activity as defined by 24 CFR 578.53 that include the eligible costs of Supportive Services that address the needs of HOME-ARP participants.

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

2.30 Voucher Administrator. “Voucher Administrator” means the Agency contracted to administer Rental Assistance Vouchers in accordance with an Administrative Plan.

3. DELIVERABLES.

3.1 Outcome. Project Completion in accordance with the Grantee’s grant application, the Performance Measures set forth below, and the other terms and conditions of this Grant Agreement.

3.2 Performance Measures. Grantee shall comply with the following Milestones and Target Dates:

Milestone/Grantee shall:	Target Date:
Expend 20% of total Grant Funds (\$72,000.00)	September 30, 2026
Expend 40% of total Grant Funds (\$72,000.00)	September 30, 2027
Expend 60% of total Grant Funds (\$72,000.00)	September 30, 2028
Expend 80% of total Grant Funds (\$72,000.00)	September 30, 2029
Expend 100% of total Grant Funds (\$72,000.00)	September 30, 2030
Submit Quarterly Status Report	Per §7.3.1
Submit Annual Performance Report	Per §7.3.2
Submit Project Completion Reporting	Per §7.3.3

3.3 Performance Measures. Grantee shall comply with the following Benchmarks and such measures as shall be assigned by DOH in the Neighborly system or other system that may replace Neighborly.

- 3.3.1 Benchmark A.** Secure successful permanent housing as quickly as possible for participants.
- 3.3.2 Benchmark B.** Reduce recidivism to homelessness, incarceration, or hospitalization.
- 3.3.3 Benchmark C.** Increase stability of project participants.

4. KEY PERSONNEL.

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

Mandy Shreve, Director of Homeless Solutions
 1000 10th St, Greeley CO 80631
mandy.shreve@greeleygov.com

- 4.2 Other Key Personnel.** Emma Carroll, Business Analyst, Emma.carroll@greeleygov.com; Staci Moffatt, Compliance Officer, staci.moffatt@greeleygov.com; Jenna Montoya, Operations Specialist, jenna.montoya@greeleygov.com

- 4.3 DOH Supportive Housing Specialist.** Caitlin Lovett, Caitlin.lovett@state.co.us; Sydney Stantz, sydnye.stantz@state.co.us

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

5. FUNDING.

The amount of funding provided by the State is limited to the Agreement Maximum Amount shown on the Cover Page of the Grant Agreement and is shown in the table in §5.2.1 as “Grant Funds (DOLA)”. The Grant Funds shall be used for activities shown in table in §5.2.3.

- 5.1 Other Funds.** Grantee shall provide all funds necessary to complete the Project. All Sources listed below, other than the Grant Funds and Matching Funds (if any), are good faith estimates.

5.2 Project Budget.

5.2.1 Sources.

Source	Amount
Grant Funds (DOLA)	\$360,000.00
Matching Funds (Medicaid, Local Supportive Services)	\$738,991.00
Total Sources	\$1,098,991.00

5.2.2 Uses.

Use	Amount
Tenancy Support Services Delivery	\$360,000.00
Matching eligible expenses	\$738,991.00
Total Uses	\$1,098,991.00

5.2.3 Grant Funds (DOLA). Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line item adjustments made pursuant to §5.4.1).

Eligible Use	Amount
Tenancy Support Services Delivery	\$360,000.00
Total	\$360,000.00

5.2.4 Pre-Agreement Costs. [Reserved].

5.3 Matching Funds. Grantee shall provide the funds, if any, identified as “Matching Funds” in §5.2.1, above.

5.4 Project Budget Line Item Adjustments.

5.4.1 If the table in §5.2.3 lists more than one Eligible Use, Grantee shall have authority to make adjustments between line items, up to an aggregate of 10% of such line item, without the prior approval of the State. Such authority shall not allow Grantee to transfer to or between administration budget lines (e.g. development fees, overhead and Project delivery). Grantee shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

5.4.2 Changes to individual line item amounts in excess of 10% require prior written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State may unilaterally execute an Option Letter accepting such request pursuant to §18K of the Grant Agreement.

5.5 Descriptions of Eligible Uses. The following are descriptions of the Eligible Uses listed in §5.2.3.

5.5.1 Tenancy Support Services Delivery.

5.5.1.1 In-reach & Outreach. Connecting with the target population while experiencing homelessness, to ensure eligible households are referred through Coordinated Entry or another DOH approved coordinated referral process.

5.5.1.2 Housing Search and Counseling Services, including Lease-up Assistance. Assisting in locating and/or securing suitable housing which meets Housing Quality Standards and be a liaison between the landlord and/or property management and the household. Assisting in the collection and preparation of required documentation for eligibility and/or housing and rental subsidy applications, such as homeless status,

disability, family status, reasonable accommodation, and income verification. Working with DOH Voucher Administrator and property management to complete necessary initial and on-going housing paperwork, including lease negotiations, signing, and other lease-up and recertification documents.

5.5.1.3 Engagement. Work to engage households after housing placement to encourage, but not require participation in: Tenancy Support Services; other supportive services such as behavioral health care; development of an individualized housing stability plan; and other residential activities such as community building events. Make on-going efforts to encourage all households to connect to services and will develop a housing stability plan used to guide the Household's goals towards improved well-being, self-sufficiency, and housing stability.

5.5.1.4 Long-term Support Service. Make regular and frequent contact with each household to ensure needs are met and daily living skills are sufficient to remain safely housed. Act as liaison between landlords/property management, voucher administering agency, and households to assist with conflict resolution in an effort to maintain housing. Respond to landlord/property management as swiftly as possible. The level of need for, the types of, and the frequency of services will be determined by the household with support by the program staff and will be outlined in the plan. Supports may include, but are not limited to: Acquiring necessary furnishings and household goods, Moving assistance, Tenancy rights and responsibilities education, Eviction prevention supports, Coordination of access to healthcare related services including: primary care, substance use treatment, mental health care, vision and dental care, and emergency, crisis, and inpatient services, Transportation assistance related to housing stability, Entitlements assistance, Independent living skills coaching, De-escalation support, Linkages to education, job skills training, and employment support, Support groups, Re-engagement and relocation support.

5.5.1.5 Personnel Costs. Personnel Costs directly related to the delivery of TSS include salary and fringe benefits.

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

5.5.2 Tenancy Support Services Administrative Costs. Tenancy Support Services Administrative Costs shall include costs directly related to the administration of the Tenancy Support Services Delivery, such as the planning and execution of grant activities, including general management, oversight, coordination, evaluation, and reporting on grant activities.

6. PAYMENT.

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

6.1 Payment Schedule. Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20th of each month. DOH may request the Grantee to submit payment requests for the months of May and June earlier than the 20th (to the extent possible) in order to complete closeout of the state fiscal year in a timely manner. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month's pay request. Grantee shall submit pay requests, using the DOH Expense Log Template, to the DOH Supportive Housing Specialist listed in §4.3. DOH shall review the pay request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment.

Payment	Amount	
Monthly Payments	Up to total	Paid upon DOLA's receipt and approval of a written request for payment and expense documentation of eligible costs, beneficiary data and all required reports.
Total	\$360,000.00	n/a

6.2 Pay Request Process. Payment requests shall be submitted to DOH Supportive Housing Specialist via the cloud-based program administration platform Neighborly Software. Each request shall include all required/appropriate information and documentation necessary, per guidance provided by DOH, in order for DOH to verify eligibility of expenses.

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

City of Greeley
1000 10th St
Greeley CO 80631

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

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

7. ADMINISTRATIVE REQUIREMENTS.

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

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

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

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

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

7.3.1 Quarterly Performance Report. Within twenty (20) calendar days of the end of each quarter, Grantee shall submit a quarterly performance report. The quarterly performance report shall be completed using the reporting template which DOH shall provide and shall include reporting on the expected deliverables as described in §3 and §1.4.7 (HMIS) of this **Exhibit B**. DOH may make changes to the reporting template at any time during the grant period; if such changes are made, DOH shall communicate these changes to Grantee in a timely manner.

7.3.2 Annual Report. Within 30 calendar days after the first twelve months of the grant period and annually thereafter, Grantee shall submit an annual report. In the event that the grant term is shorter or longer than twelve months, Grantee shall use the reporting deadlines provided by the DOH Supportive Housing Specialist. The annual report shall be completed using the reporting template which DOH shall provide and shall include reporting on the expected deliverables as described in §3 and §1.4.7 (HMIS) of this **Exhibit B**. DOH may make changes to the reporting template at any time during the grant period; if such changes are made, DOH shall communicate these changes to Grantee in a timely manner.

7.3.3 Project Completion Report. Grantee shall submit project completion reporting, including confirmation of Matching Funds expenditures, within fourteen (14) calendar days of receipt of a request by DOLA. If Grantee does not utilize all of the Grant Funds, then DOLA will provide Grantee with a deobligation letter. Grantee shall acknowledge said letter, if applicable, within fourteen (14) calendar days of receipt.

7.4 Monitoring. The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and §§7B and C of the Grant Agreement. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.

7.4.1 DOH at its discretion may monitor files, policies, or other program documentation either on site or through a request of documents.

END OF EXHIBIT B



Council Agenda Summary

October 7, 2025

Key Staff Contact: Adam Prior, Chief Engineer

Title:

Introduction and first reading of an ordinance authorizing the acquisition of interests in Real Property located in Weld County, Colorado, by purchase or exercise of the power of eminent domain, for the construction of Sanitary Sewer Infrastructure, pursuant to Section 7 of Article XVI, Section 15 of Article II, and sections 1 and 6 of Article XX of the Colorado Constitution and C.R.S. 31-15-101, et seq.; 38-1-101, et seq. (West Greeley Sanitary Sewer)

Summary:

The West Greeley development is contingent on the installation of new sewer infrastructure that includes collection interceptors, a lift station, and a force main. During the 2021 Collections Master Plan, the City evaluated interceptor routing for the West Greeley Sewer Basin (WGSB) and planned to continue with sewer flows going to the Windsor Wastewater Treatment Plant (WWWTP) per the Greeley and Windsor IGA. The West Greeley Sanitary Sewer project team completed an alternative analysis for interceptor sewer alignments, potential lift station locations, and sewer force main alignments to finalize the proposed locations of this critical infrastructure. The selected interceptor alignment allows for the collection of the entire WGSB, specifically the Catalyst project, with gravity sewer services.

The alternative analysis took into account the ability to serve the WGSB, the challenging topography and future development flexibility. The lift station location allows for future connection into the WWWTP, as the Master Plan intended, and for emergency overflow to the WWWTP. The force main alignment allows for the connection into the existing Greeley collection system at the Poudre Trunk line, where there is sufficient capacity for these proposed flows. The force main alignment also accounts for constructability, natural areas crossing restrictions, cost, and impacts to property owners. This agenda item is to present the proposed infrastructure alignments and request authorization for acquiring property interests, including by eminent domain if necessary, in the real property that will enable the construction of sewer infrastructure for the entire West Greeley Sewer Basin.

Fiscal Impact:

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

Negative Impact

What is the onetime and/or ongoing amount?

All properties located within the GID will be expected to dedicate easements for the sanitary sewer infrastructure which aligns with standard dedications requirements for all developments. If W&S were to purchase all the easement for the interceptor, lift station, and force main, the total estimated cost is \$2.4 million. If we are only purchasing easements from properties outside the GID, then the total estimated cost is \$1.4 million.

Is it budgeted?

Yes, this was budgeted as part of the project cost.

If yes, what source and fund will be used?

412 – Sewer Construction Fund

Are there any long-term financial impacts?

Additional electrical, operations, and maintenance costs of a new lift station for this sewer basin.

Is there grant funding for this item?

No

Legal Issues:

None

Other issues and Considerations:

This sanitary sewer infrastructure is critical for the entire west Greeley basin and will support all development west of Hwy 257.

Strategic Focus Area:

Infrastructure and Mobility

Quality of Life

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for October 21, 2025.

Attachments:

1. Ordinance No. 32, 2025 with Exhibit A

**THE CITY OF GREELEY, COLORADO
ORDINANCE NO. 32, 2025**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTERESTS IN REAL
PROPERTY LOCATED IN WELD COUNTY, COLORADO, BY PURCHASE OR EXERCISE
OF THE POWER OF EMINENT DOMAIN, FOR THE CONSTRUCTION OF SANITARY
SEWER INFRASTRUCTURE, PURSUANT TO SECTION 7 OF ARTICLE XVI, SECTION 15
OF ARTICLE II, AND SECTIONS 1 AND 6 OF ARTICLE XX OF THE COLORADO
CONSTITUTION AND CRS §§ 31-15-101, et seq.; 38-1-101, et seq.
(WEST GREELEY SANITARY SEWER)**

WHEREAS, the City of Greeley (“City”) 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, including through exercise of the power of eminent domain; and

WHEREAS, Section 15 of Article II and Section 7 of Article XVI of the Colorado Constitution further authorize the City to acquire property to convey water for domestic, irrigation, drainage, and other purposes; and

WHEREAS, C.R.S. §§ 31-15-101, et seq., and 38-1-101, et seq., provide the statutory framework within which the City may exercise the power of eminent domain; and

WHEREAS, the City of Greeley Water and Sewer Board on September 17, 2025 made the determinations and authorized the acquisition of real property interests set forth in this ordinance, and recommended that City Council do the same; and

WHEREAS, the City Council has determined that the acquisition of interests in real property for the development and construction of sanitary sewer infrastructure is needed for the public purpose of ensuring the safe and reliable conveyance and treatment of domestic water supplies utilized by the City’s citizens and thereby protecting their public health, safety, and general welfare; and

WHEREAS, the acquisition of interests in the real property located in Weld County and identified on Exhibit A, whether by purchase or through exercise of the City’s power of eminent domain, is accordingly necessary.

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

Section 1. The City Council hereby determines that it is necessary for the City to acquire, either by purchase or through exercise of the power of eminent domain, interests in the real property identified on Exhibit A for the development and construction of sanitary sewer infrastructure, to ensure the safe and reliable conveyance and treatment of domestic water supplies utilized by the City’s citizens.

Section 2. The City Council hereby determines that such acquisition of interests in the real property identified on Exhibit A for the development and construction of sanitary sewer infrastructure will serve the public purpose of ensuring the safe and reliable conveyance and treatment of domestic water supplies utilized by the City's citizens and thereby protecting their health, safety, and general welfare.

Section 3. City staff, consultants, and legal counsel are hereby authorized and directed to continue with the acquisition of the above-described interests in real property, either by purchase or through exercise of the power of eminent domain. Nothing in this ordinance is intended or shall be construed to preclude good faith efforts by City staff, consultants, and legal counsel to negotiate a voluntary purchase of the necessary interests in real property.

Section 4. The City Council hereby ratifies any previous actions taken by City staff, consultants, and legal counsel to negotiate the acquisition of such interests in real property, and in providing notice of the City's intent to acquire such interests, in accordance with C.R.S. § 38-1-101, *et seq.*

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

PASSED AND ADOPTED, SIGNED AND APPROVED this ____ day of _____ 2025.

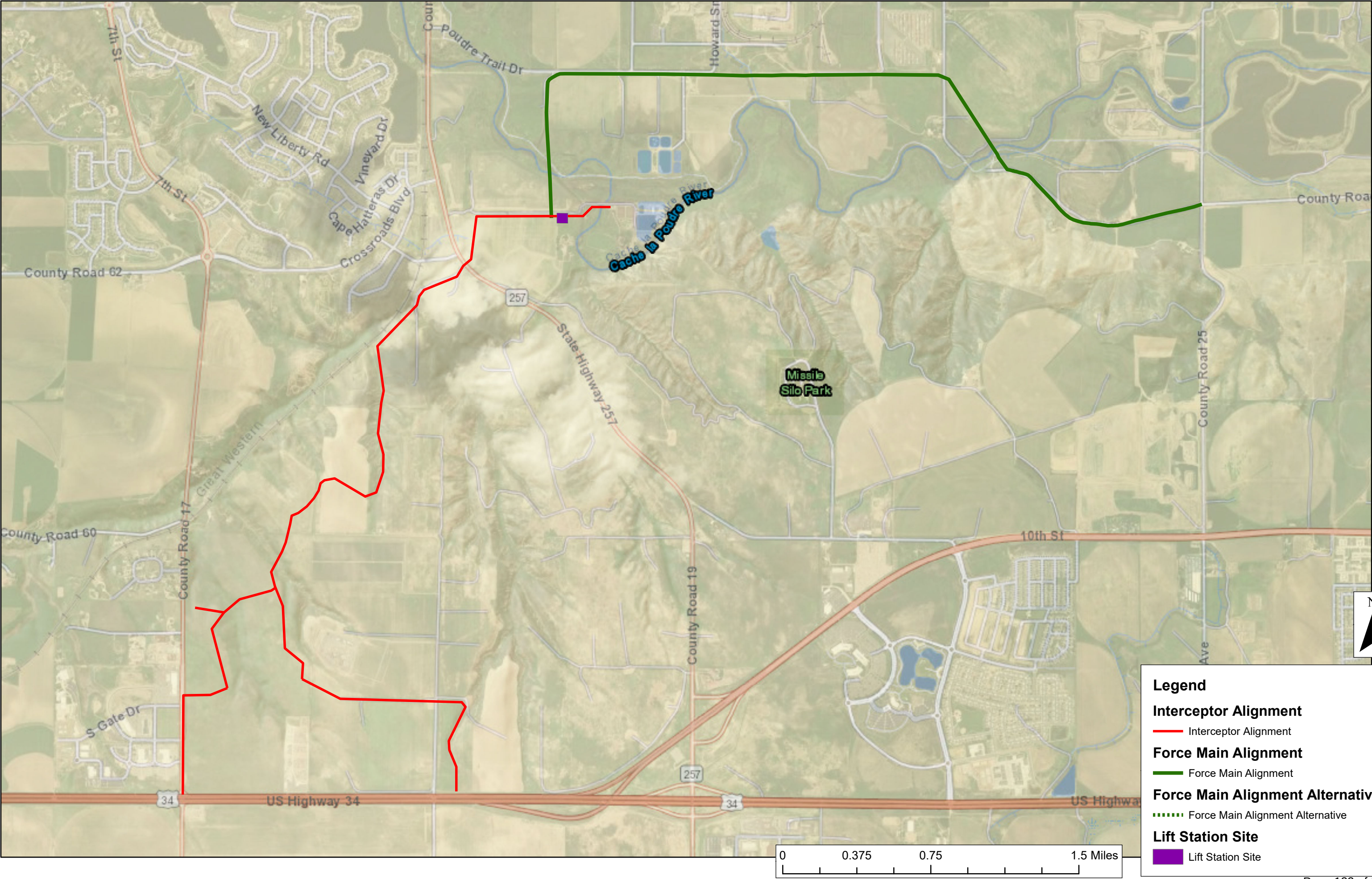
ATTEST:

THE CITY OF GREELEY, COLORADO

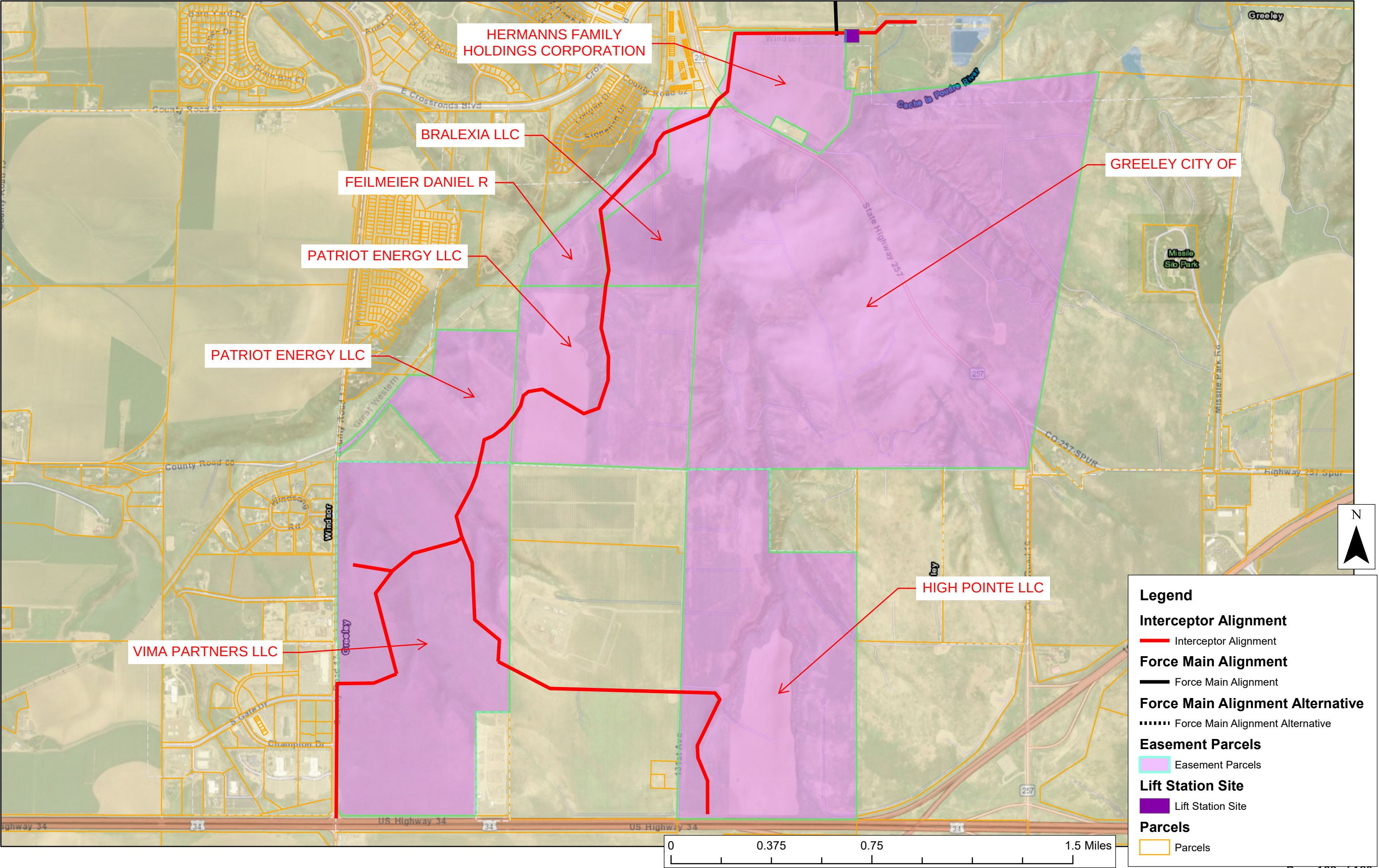
City Clerk

Mayor

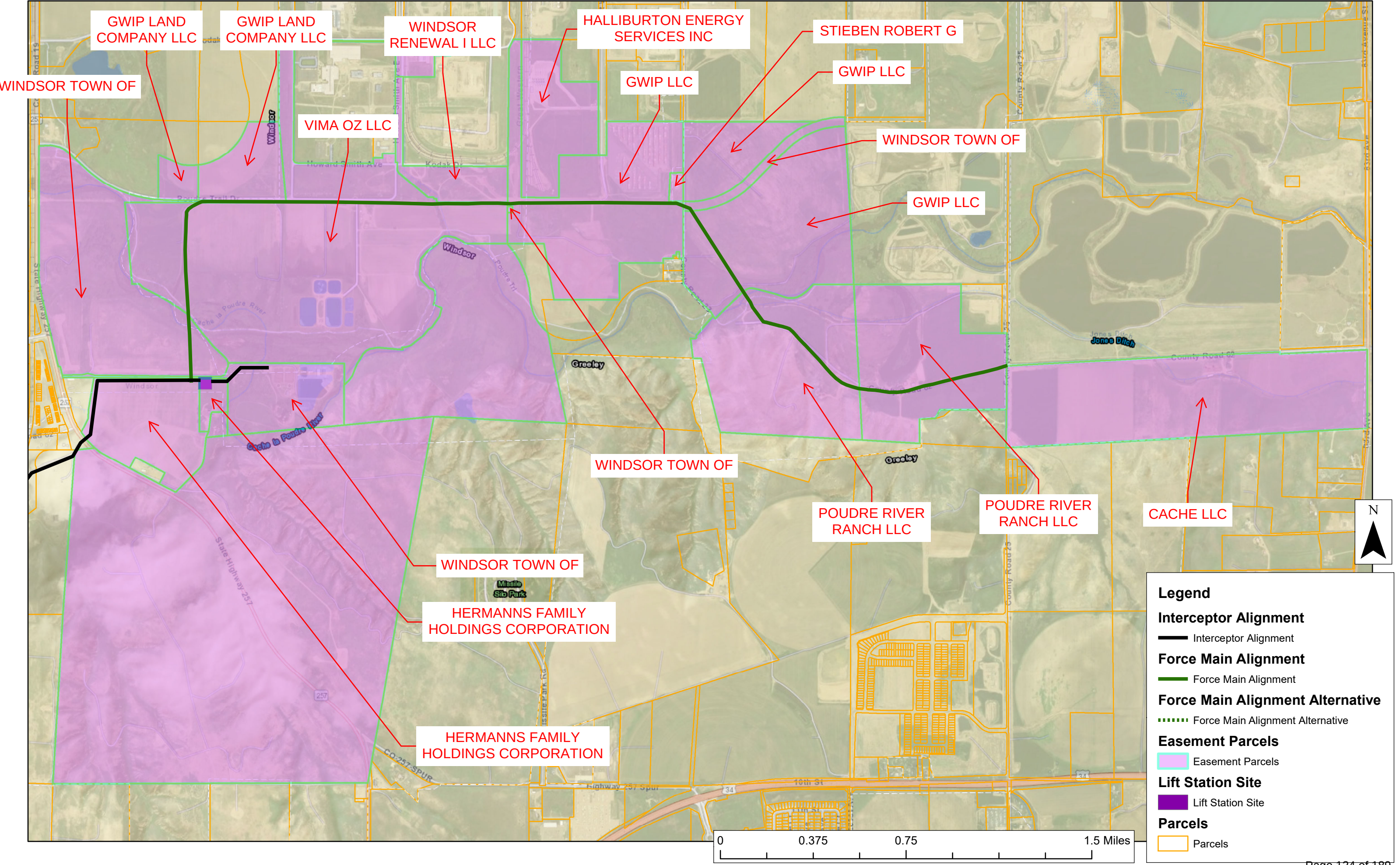
Exhibit A Cascadia Sanitary Sewer Interceptor, Lift Station, and Force Main Project



Cascadia Interceptor Property Acquisition



Cascadia Force Main Property Acquisition



NAME	ADDRESS	CITY	STATE	PARCEL	ZIPCODE	LEGAL
CACHE LLC	1813 61ST AVE STE 200	GREELEY	CO	080531000059	80634-8059	17969 S2SW4/S2SE4 31-6-66 (4R4D14L)
HALLIBURTON ENERGY SERVICES INC	C/O PROPERTY TAX DEPT PO BOX 1431	DUNCAN	OK	080726404002	73534-1431	LOT 2 GREAT WESTERN INDUSTRIAL PARK 7TH FG
GWIP LAND COMPANY LLC	252 CLAYTON ST 4TH FLOOR	DENVER	CO	080734100010	80206-4800	PT NW4NE4 34 6 67 LYING SE OF A LINE COMM NW COR SEC 27 6 67 S56D26E 1255.82 S89D54E 1387.27 S89D54E 310.58 THENCE ALNG CURVE R (R=1100.88 CH=S34D21E 1345.67) S00D00E 56.33 S04D54W 116.22 THENCE ALNG CURVE R (R=254.39 CH=S10D53W 52.04) THENCE ALNG CURVE
				080734200011		PT NW4 34 6 67 LYING SE LINE DESC COMM NW COR SEC 27 6 67 S56D26E 1255.82 S89D54E 1387.27 S89D54E 310.58 THENCE ALNG CURVE R (R=1100.88 CH=S34D21E 1345.67) S00D00E 56.33 S04D54W 116.22 THENCE ALNG CURVE R (R=254.39 CH=S10D53W 52.04) THENCE ALNG CURVE L (
				080735104005		LOT 5 GREAT WESTERN INDUSTRIAL PARK 7TH FG
				080736200004		THAT PT NW4 36-6-67 LYING NLY PT COMM C4 COR SEC 35 TH N32D46W 1322.93 TH 351.62 ALG NON-TAN CUR L (R=2925.00 RAD PT=N00D43W DEL=06D5315) TH N82D22E 1531.08 TH 190.22 ALG TAN CUR R (R=1500.00 DEL=07D1557) TH N89D38E 798.14 TO E LN NE4 SEC 35 TH ALG E LN
				080735300006		WIN PT 35-6-67 (GREAT WESTERN 3RD ANNEX) BEG W4COR N89D32'E 1072.55' N46D20'W 99.09' N16D46'W 85.59' N04D13'E 266.14' N40D32'E 159.44' N54D26'E 199.22' N34D05'E 124.67' N61D24'E 48.97' N85D02'E 57.59' S79D35'E 50.85' S79D35'E 69.85' S65D08'E 141.98' S45D
VIMA OZ LLC	1625 PELICAN LAKES PT STE 201	WINDSOR	CO	080734100017	80550-6236	NW4 36-6-67 & THAT PT SW4 LYING NLY CACHE LA POUDRE RIVER AND ELY CR 23 ROW EXC LYING NLY PT COMM C4 COR SEC 35 TH N32D46W 1322.93 TH 351.62 ALG NON-TAN CUR L (R=2925.00 RAD PT=N00D43W DEL=06D5315) TH N82D22E 1531.08 TH 190.22 ALG TAN CUR R (R=1500.00 DE
VIMA PARTNERS LLC	1625 PELICAN LAKES PT	WINDSOR	CO	095709000008	80550-6236	PT SW4 26 & SE4 27 & NE4 34 & W2 35-6-67 BEG NE4NE4 SEC 34 S89D44'W 1191.12' N0D24'W 636.11' TO POB S89D59'E 219.10' N0D44'W 69' N89D15'E 145' N0D44'W 73' S89D54'E 210' S0D05'W 143.50' S89D54'E 29.95' S0D33'E 91.35' CURVE TO R (R=115) CHORD=S25D59'E 98.
HERMANN'S FAMILY HOLDINGS CORPORATION	3633 BAYSHORE BLVD NE	SAINT PETERSBURG	FL	080734300006	33703-5513	GR 22544 W2 9-5-67 (LUNDVALL WEST ANNEX) EXC BEG ON N LN HWY 34 50'N OF S4 COR SEC N1548.1' WLY 500' S1548.1' TO N LN HWY 34 ELY TO BEG (17.76A M/L) ALSO EXC WCR 17 EXC UPRR RES (7R)
				080734300007		PT SW4 34-6-67 CORR SUB EXEMPT SE-1120
				080734300008		PT SW4 34 6 67 LOT A CORR AMD REC EXEMPT AMRE-4699
STIEBEN ROBERT G	30801 COUNTY ROAD 23	GREELEY	CO	080735100030	80631-9328	PT SW4 34 6 67 LOT B AMD REC EXEMPT AMRE-4700
WINDSOR RENEWAL I LLC	252 CLAYTON ST 4TH FL	DENVER	CO	080735200035	80206-4800	PT N2NE4 35-6-67 LOT B REC EXEMPT RE-1244 (.33R)
POUDRE RIVER RANCH LLC	1813 61ST AVE STE 200	GREELEY	CO	080736000015	80634-8059	PT NW4 35-6-67 & PT SW4 26-6-67 LOT B REC EXEMPT RECX19-0079
				080736400040		23589 PT SW4 36 6 67 S & E OF POUDRE RIVER (5R4L)
PATRIOT ENERGY LLC	1625 PELICAN LAKES PT STE 201	WINDSOR	CO	095704000006	80550-6236	SE4 36 6 67 EXC BEG SE COR N620' S89D59'W 899.56' THENCE S62DW 39.82' N86D42'W 126.09' S33D53'W 159.21' THENCE S85D57'W 239.47' S0D24'E 543.93' TO A PT ON S LN OF SEC N86D30'E 1387.01' TO BEG EXC COMM NE COR OF SE4 TH S00D12E 792 S89D57W 753.52 N00D02W 7
				095704000031		22515 SE4 4 5 67
BRALEXIA LLC	2200 MOUNTAIN LN	GREELEY	CO	095704100010	80634-7550	22516 S2SW4/S2NE4SW4 4 5 67 EXC COMM SW COR OF SEC N05D12'E 882.37' TO TRUE POB N05D12'E 450' S89D29'E 636' S58D12'W 84.49' S18D54'W 77.16' S61D12'W 253.31' S49D20'W 196.43' S75D05'W 143.84' S61D30'W 79.65' TO TRUE POB ALSO EXC BEG SW COR OF SEC THENCE S
FEILMEIER DANIEL R	33801 COUNTY ROAD 19	WINDSOR	CO	095704100011	80550-3112	PT NE4 4 5 67 COMM NE4 COR S06D05'W 2831.94 TO E4 COR N88D50'W 1227 N02D08'W 250 N04D07'W 108 N05D53'W 274 N15D56'W 417 N52D27'E 1340.66 N00D15'W 638.36 TH ALNG CURVE R 360.29 (R=218.33 CH=N33D44E) N89D20'E 427.32 TO POB
HIGH POINTE LLC	142 N TIMBERLINE RD	FORT COLLINS	CO	095710000012	80524-1402	PT NE4 4-5-67 BEG NE COR S04D05'W 2693' N89D11'W 2569' N04D43'E 509' N49D02'E 131' N05D35'E 2066' E2418' TPOB BEG EXC BEG N4 COR N89D20'E 2512' N89D20'E 126' TPOB N89D20'E 1640' CURVE(R=2914') CHORD=S32D21'W 1609' S48D22'W 1449' N04D26'E 144' N48D22'E 1
TOWN OF WINDSOR	301 WALNUT ST	WINDSOR	CO	080736200003	80550-5141	GR W2 10-5-67 (CENTENNIAL RIDGE III ANNEX) EXC NE4NW4 (3R8S)
	301 WALNUT ST	WINDSOR	CO	080734200013	80550-5141	PT SW4 25-6-67 / NW4 36-6-67 COMM C4 COR SEC 35 TH N32D46W 1322.93 TH 351.62 ALG NON-TAN CUR L (R=2925.00 RAD PT=N00D43W DEL=06D5315) TH N82D22E 1531.08 TH 190.22 ALG TAN CUR R (R=1500.00 DEL=07D1557) TH N89D38E 798.14 TO E LN NE4 SEC 35 TH ALG E LN S00D
	PO BOX 627	WINDSOR	CO	080735200009	80550-0627	PT W2 34 6 67 COMM NW COR S00D13E 410.38 N89D46E 40 TO POB N85D41E 165.37 THENCE ALNG CURVE R 103.14 (R=470 CH=S82D48E) S76D30E 33.76 THENCE ALNG CURVE R 174.39 (R=350 CH=S62D04E) S47D39E 387.50 THENCE ALNG CURVE L 1366.84 (R=1945 CH=S68D13E) S88D47E 142
	PO BOX 627	WINDSOR	CO	080734000009	80550-0627	PT NW4 35-6-67 BEG CENTER NORTH 1/16 COR OF SEC 35 BNG N10D46'W THN S80D20'W 388.47' TO POB S00D00'E 100.16' N88D23'W 81.50' N00D04'W 97.87' TO POINT ON SLY ROW N90D00'E 81.58' TO POB



Council Agenda Summary

October 7, 2025

Key Staff Contact: Brian McBroom, Community Development Director

Title:

Introduction and first reading of an ordinance of the City of Greeley, Colorado enacting Chapter 14 of Title 24 of the Greeley Municipal Code regarding the inclusion area for the Commercial and Residential West Greeley General Improvement Districts and other details relating thereto

Summary:

On August 19, 2025, the City Council adopted Ordinance No. 22, 2025, which established the City of Greeley, Residential West Greeley General Improvement District (the "RWGGID"). On August 19, 2025, the City Council adopted Ordinance No. 23, 2025, which established the City of Greeley, Commercial West Greeley General Improvement District (the "CWGGID.")

The City Council organized the General Improvement Districts (GIDs) to provide direct or indirect financial support for the acquisition, construction, installation, operations, and maintenance of public improvements within the GID Inclusion Area. This will include, but is not limited to, water improvements, wastewater improvements, stormwater improvements, streets, sidewalks, recreation facilities, plazas, and public meeting spaces. This is intended to perpetuate economic growth, promote job creation, target and install new services, generate new tax revenues, design and build public gathering spaces, attract a skilled workforce, provide infrastructure upgrades, and build out cultural and lifestyle amenities for its citizens and the general public.

City Council has determined that, in order to achieve the City Council's objective, Chapter 14 — West Greeley General Improvement Districts, of Title 24 of the Greeley Municipal Code, will need to be enacted. Enacting Chapter 14 is necessary and will serve a public purpose, and will promote the health, safety, prosperity, security, and general welfare of the inhabitants of the GIDs and sets forth certain requirements for inclusion of properties into either the RWGGID or the CWGGID, disclosure requirements, and other transparency requirements.

The recommended action is for council to approve the motion to introduce the ordinance on October 7, 2025, and schedule the public hearing for October 21, 2025.

Fiscal Impact:

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

Is it budgeted?

Not applicable. No 2025 expenditures are anticipated.

Does it require a new appropriation?

Not at this time

Are there any long-term financial impacts?

Yes. The established GIDs will create new opportunities to fund infrastructure in West Greeley that will reduce impacts on the city's General Fund, which provides significant positive long-term financial impacts. The requirements set forth in the ordinance promote growth of the individual GIDs and a subsequent development of the GIDs funding capabilities, further reducing impacts on the city's General Fund.

Is there grant funding for this item?

Not applicable

Does this action have potential long-term fiscal implications?

Yes

Legal Issues:

None

Other issues and Considerations:

The Residential and Commercial West Greeley General Improvement Districts are an essential component of the financing model for the proposed Catalyst Project, including funding key infrastructure to support the project and enable significant additional development in West Greeley.

Strategic Focus Area:

Business Growth

Community Vitality

High-Performance Government

Housing For All

Infrastructure and Mobility

Quality of Life

Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for October 21, 2025

Attachments:

1. Ordinance No. 33, 2025 with Exhibit A

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 33, 2025**

**AN ORDINANCE OF THE CITY OF GREELEY, COLORADO ENACTING CHAPTER
14 OF TITLE 24 OF THE GREELEY MUNICIPAL CODE REGARDING THE
INCLUSION AREA FOR THE COMMERCIAL AND RESIDENTIAL WEST GREELEY
GENERAL IMPROVEMENT DISTRICTS AND OTHER DETAILS RELATING
THERE TO**

WHEREAS, the City of Greeley, Colorado (the “City”) is a duly organized and existing home rule municipality of the State of Colorado (the “State”), created and operating pursuant to Article XX of the Constitution of the State and the home rule charter of the City (the “Charter”); and

WHEREAS, the City desires to catalyze development of certain real property located on the west side of the City within the boundaries of the City and within the City’s growth area as depicted in Exhibit A hereto (the “GID Inclusion Area”); and

WHEREAS, General Improvement Districts organized under Part 6, Article 25, Title 31 of the Colorado Revised Statutes (the “GID Act”) provide a mechanism for growth to pay its own way by localizing the financial burden of providing public improvements within an area to the properties that desire or necessitate the provision of the public improvements and receive the direct and indirect benefits of such improvements; and

WHEREAS, on August 19, 2025, the City Council of the City (the “City Council”) adopted Ordinance No. 22, 2025, which established the City of Greeley, Residential West Greeley General Improvement District (the “RWGGID”) in accordance with the GID Act; and

WHEREAS, on August 19, 2025, the City Council adopted Ordinance No. 23, 2025, which established the City of Greeley, Commercial West Greeley General Improvement District (the “CWGGID” and together with the RWGGID, the “GIDs”) in accordance with the GID Act; and

WHEREAS, the City Council organized the GIDs to provide direct or indirect financial support for the acquisition, construction, installation, operations, and maintenance of public improvements within the GID Inclusion Area, including but not limited to water improvements, wastewater improvements, stormwater improvements, streets, sidewalks, recreation facilities, plazas, and public meeting spaces, in order to perpetuate economic growth, promote job creation, target and install new services, generate new tax revenues, design and build public gathering spaces, attract a skilled workforce, provide infrastructure upgrades, and build out cultural and lifestyle amenities for its citizens and the general public; and

WHEREAS, City Council has determined that, in order to achieve the City Council’s objective of organizing the GIDs—to provide for the construction, installation, operations, and maintenance of public improvements within the GID Inclusion Area—it is necessary and will serve a public purpose, and will promote the health, safety, prosperity, security, and general welfare of the inhabitants of the GIDs to enact Chapter 14 – West Greeley General Improvement Districts, of Title 24 of the Greeley Municipal Code to set forth certain requirements for inclusion of properties

into either the RWGGID or the CWGGID, disclosure requirements, and other transparency requirements; and

WHEREAS, new development within the GID Inclusion Area will place increasing demands on the City to provide services, facilities and equipment to serve new development; and

WHEREAS, expansion of the City's improvements, facilities and equipment to and within the GID Inclusion Area is anticipated to be more costly than extending improvements, facilities and equipment within areas of the City that are closer to current development; and

WHEREAS, the City has engaged DTA to conduct a development impact study, which will set forth a reasonable methodology and analysis for determining the impact of various types of development within the GID Inclusion Area on the City's improvements, facilities and equipment and for determining the cost of improvements, facilities and equipment necessary to meet the demands created by new development; and

WHEREAS, to the extent that the DTA Study supports imposing higher or additional development impact fees for homes built within the GID Inclusion Area, the City Council will take into consideration the findings in the DTA Study, other relevant data including other existing and anticipated financial burdens within the GID Inclusion Area, and the need not to stifle growth within the GID Inclusion Area by creating an economic disadvantage for properties within the boundaries of the GID Inclusion Area compared to properties outside the GID Inclusion Area when setting the amount of such fees; and

WHEREAS, to the extent the City determines to impose additional development impact fees for homes built within the GID Inclusion Area, the revenues derived from such fees must be used exclusively to provide public improvements within the GID Inclusion Area, including remitting the revenues derived from such fees to the GIDs to be used to pay debt service on the bonds issued by the GIDs; and

WHEREAS, The City Council finds that financing the public improvements within the GID Inclusion Area through the GIDs (i) is economically more advantageous to the property owners within the GID Inclusion Area than each owner paying for improvements individually as the need arises due to economies of scale and favorable interest rates obtainable through the issuance of governmental bonds, (ii) provides for the orderly delivery of public improvements that benefit the properties within the GID Inclusion Area, which increases the value of such properties, and (iii) the owners of properties within the GID Inclusion Area benefit from petitioning into one of the GIDs because they are entitled to the benefits of the West Greeley Project Coordination Agreement, between The Water Valley Company and the City, and, therefore, the requirement for property owners within the GID Inclusion Area to petition for inclusion into the GIDs when they decide to develop their properties is reasonable and necessary and for the health, safety, and general welfare of the citizens of the City; and

WHEREAS, the City Council finds that (i) the use of the GIDs to finance public improvements within the GID Inclusion Area is necessary and in the best interest of the future residents and commercial users with the GID Inclusion Area who will rely on and utilize such improvements, (ii) such public improvements will provide direct and indirect benefits to the future residents and

commercial users within the GID Inclusion Area who will pay taxes to repay the debt that is issued to finance such improvements, and (iii) that it is fiscally responsible for the City to require new growth to pay for the costs of public improvements that serve the growth area rather than putting the financial burden on the rest of the City; and

WHEREAS, the adoption of this Ordinance enacting Chapter 14. – West Greeley General Improvement Districts, of Title 24 of the Greeley Municipal Code is necessary, requisite and proper for the government and administration of local and municipal matters pursuant to the City’s home rule powers granted by article XX of the State Constitution; and

WHEREAS, the City Council finds that the determination of whether to use the GIDs to provide for the development of public improvements and to incur debt to finance such facilities is purely a matter of local concern.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREELEY AS FOLLOWS:

Section 1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference and adopted as findings, determinations and policy statements of the City Council.

Section 2. Enactment of Chapter 14. Chapter 14 - West Greeley General Improvement Districts, of Title 24 of the Greeley Municipal Code, is hereby enacted to read as follows:

“CHAPTER 14. - WEST GREELEY GENERAL IMPROVEMENT DISTRICTS

Sec. 24-1401. Short title.

This chapter shall be known and may be cited as the “West Greeley GIDs Ordinance.”

Sec. 24-1402. Legislative declaration and intent.

a. The City Council organized the City of Greeley, Residential West Greeley General Improvement District and the City of Greeley, Commercial West Greeley General Improvement District (collectively, the “GID”) to provide direct or indirect financial support for the acquisition, construction, installation, operations, and maintenance of public improvements within the GID Inclusion Area, including but not limited to water improvements, wastewater improvements, stormwater improvements, streets, sidewalks, recreation facilities, plazas, and public meeting spaces, in order to perpetuate economic growth, promote job creation, target and install new services, generate new tax revenues, design and build public gathering spaces, attract a skilled workforce, provide infrastructure upgrades, and build out cultural and lifestyle amenities for its citizens and the general public.

b. In order to achieve the City Council’s objective of organizing the GIDs it is necessary and will serve a public purpose, and will promote the health, safety, prosperity, security, and general welfare of the inhabitants of the GIDs to enact this Chapter 14 – West Greeley General

Improvement Districts to set forth certain requirements for inclusion of properties into either the RWGGID or the CWGGID, disclosure requirements, and other transparency requirements.

Sec. 24-1403. Definitions.

The following words, terms and phrases, when used in this Chapter 14, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial Property means all property that is not Residential Property.

Coordination Agreement means the West Greeley Project Coordination Agreement, between The Water Valley Company and the City.

CWGGID means the City of Greeley, Commercial West Greeley General Improvement District established pursuant to Ordinance No. 23, 2025.

District means either the CWGGID or the RWGGID, as the context requires.

GID Act means Part 6, Article 25, Title 31 of the Colorado Revised Statutes.

GID Inclusion Area means the area depicted in Sec. 24-1408.

GIDs means, collectively, the CWGGID and the RWGGID.

RWGGID means the City of Greeley, Residential West Greeley General Improvement District established pursuant to Ordinance No. 22, 2025.

Residential Property means property used for residential purposes and taxed at the residential assessment rate.

Sec. 24-1404. Inclusion Requirement.

a. The owner of a parcel of real property located within the GID Inclusion Area that is anticipated to be developed as residential property must submit a petition for inclusion into the RWGGID together with the first to occur of such owner's submittal of: (i) a petition for annexation, (ii) a proposed rezoning, (iii) a proposed planned unit development, (iv) a site plan application, (v) a proposed development agreement, or (vi) subdivision application.

b. The owner of a parcel of real property located within the GID Inclusion Area that is anticipated to be developed as commercial property must submit a petition for inclusion into the CWGGID together with the first to occur of such owner's submittal of: (i) a petition for annexation, (ii) a proposed rezoning, (iii) a proposed planned unit development, (iv) a site plan application, (v) a proposed development agreement, or (vi) subdivision application.

Sec. 24-1405. West Greeley Project Coordination Agreement.

a. Every property that has petitioned for inclusion and been included within the GIDs by action of the City Council is entitled to the same rights and benefits enjoyed by The Water Valley Company set forth in Sections 2, 3, 4, 5, 6 and 7 of the Coordination Agreement.

Sec. 24-1406. Transparency.

a. *Webpage.* The City must maintain a webpage that is accessible from the City's website for each of the RWGGID and the CWGGID. The webpages for the RWGGID and the CWGGID shall be maintained for the primary purpose of providing accessible and transparent information about the GIDs to current and future homeowners and commercial users. The webpage for each District must include the District's formation documents, information about the District's outstanding debt and mill levy requirements to pay such debt, operations mill levy information, budgets, audits, and meeting minutes.

b. *Annual Reports.* An annual report for each of the RWGGID and the CWGGID must be prepared by October 1 of each year and must be made available on the Districts' respective webpages. The annual reports must contain the following information:

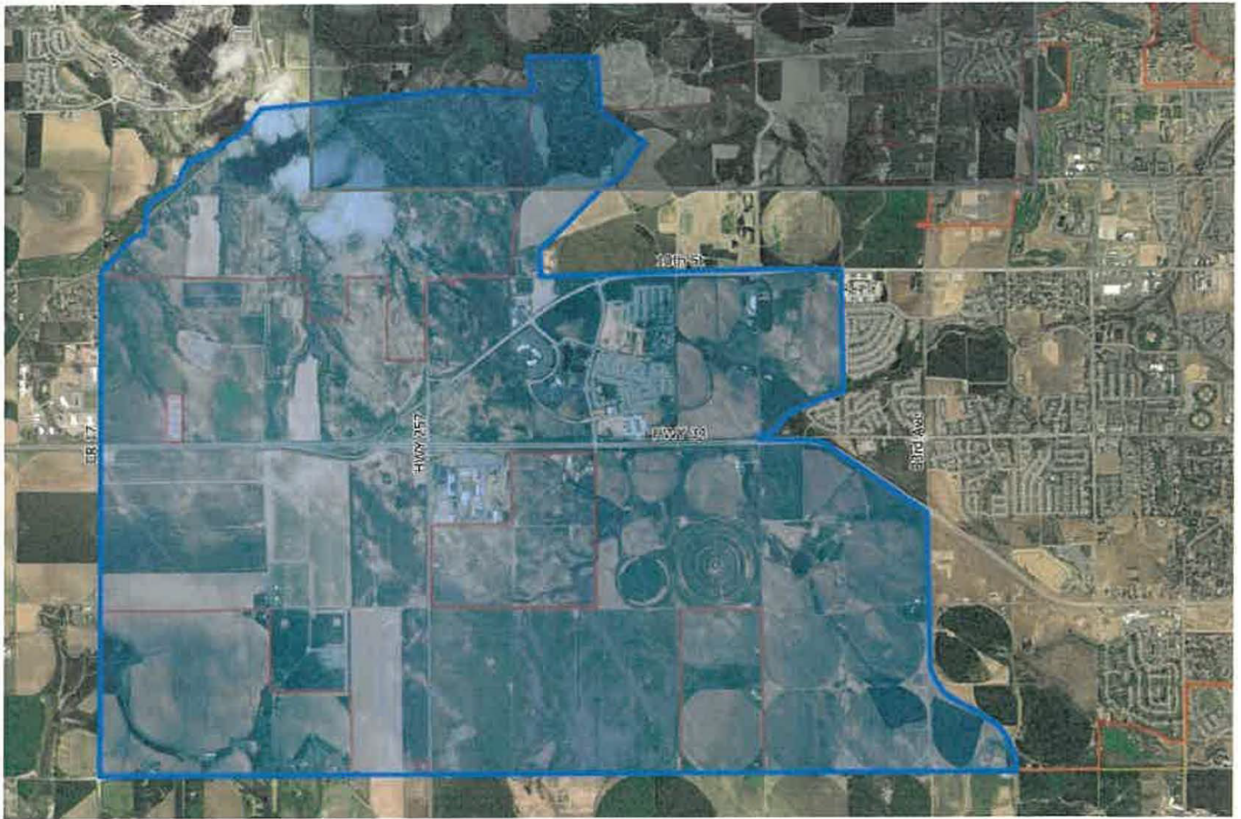
- (i) a narrative summary of the progress of development and the construction of public improvements within the District for the report year;
- (ii) the current year budget of the District, including a description of the public improvements to be constructed by the District in such year; and
- (iii) a summary of financial obligations of the District at the end of the report year, including the amount of outstanding debt, the amount and terms of any new District debt issued in the report year, the total assessed valuation of all taxable property within the District's boundaries as of January 1 of the report year and the current total District mill levy pledged to debt retirement in the report year.

Sec. 24-1407. Disclosures to Potential Homebuyers.

a. The RWGGID shall use reasonable efforts and due diligence to cause any home builder or developer of residential property within its boundaries to provide to all initial purchasers of property within the District's boundaries, before execution of a purchase contract, written notice of disclosure that includes the maximum mill levy authorized to be levied by the District, the estimated amount of additional taxes to be paid as a result of the imposition of the maximum mill levy, the estimated percentage of biannual growth in assessed value used in the model to sell the District's bonds and the estimated growth in property taxes that is expected due to the assumed percentage growth in assessed value over the life of the bonds. RWGGID shall record or shall cause the relevant home builder or developer to record such notice of disclosure with the Weld County Clerk and Recorder at the time the subdivision plat is recorded.

b. The RWGGID shall use reasonable efforts and due diligence to provide information to potential residential buyers by: (i) furnishing to any developer of property or home builders within the District's boundaries information describing the maximum mill levy that can be imposed by the District and resulting additional taxes for prominent display at all sales offices; and (ii) inspecting the sales offices within the District's boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

Sec. 24-1408. GID Inclusion Area.



”

Section 3. **Repealer.** All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any such bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 4. **Severability.** If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 5. **Charter Controls.** Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this Ordinance are hereby superseded to the extent of any inconsistencies between the provisions of

this Ordinance and such statutes. Any such inconsistency is intended by the City Council and shall be deemed made pursuant to the Charter.

Section 6. **Effective Date.** This Ordinance shall become effective in accordance with Greeley City Charter Section 3-16.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF _____ 2025.

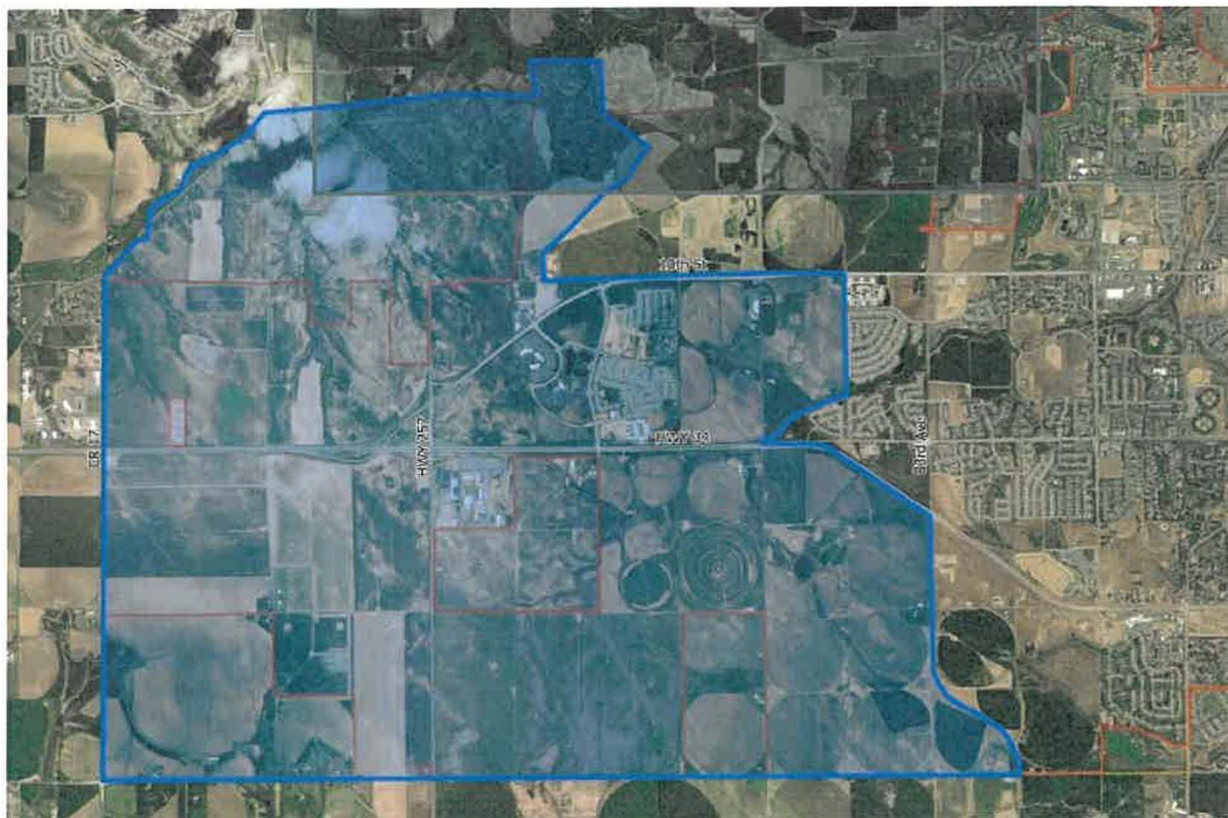
ATTEST:

CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A
GID INCLUSION AREA



97513892.v5



Council Agenda Summary

October 7, 2025

Key Staff Contact: Allena Portis, Deputy City Manager/Chief Financial Officer

Title:

Introduction and first reading of an ordinance amending Title 2 Chapter 4 of the City Code to require City Council authorization for any contract, agreement, or expenditure for professional services and/or consulting services exceeding \$199,999.99

Summary:

On April 22, 2025, City Council received consensus on an initiative to revisit the contracting process for the City, including City Council's approval of contracts. Currently, the City Charter and Code does not require City Council to review contracts for goods, services, or construction. The Procurement Department is seeking guidance from Council members about this initiative for recommendations, or code or policy changes.

At the August 12, 2025, work session, Council requested more information about what falls into the "other services" and "professional services" categories before providing guidance on potential code changes.

At the September 23, 2025 work session, City Council received consensus to return to a regular council meeting for action to be taken on this item. Under the current City Code, the City Manager is authorized to execute contracts and agreements up to a certain monetary threshold without prior City Council approval. In the interest of increased transparency, fiscal oversight, and public accountability, it is recommended that the City Code be amended to require City Council approval for any contract, purchase agreement, professional services agreement, or similar obligation for professional services or consulting services that exceeds \$199,999.99.

This proposed change aligns with best practices for municipal governance and enhances Council oversight on significant financial commitments made by the City.

Summary of Proposed Ordinance:

- Amends Section 2-184 of the City Code.
- Establishes a new authorization threshold requiring that any professional services or consulting services contract or agreement exceeding \$199,999.99 in total value be presented to and approved by the City Council before execution.
- Maintains current City Manager authority for contracts at or below \$199,999.99 for professional service and consulting services.
- Maintains current City Manager authority for all other contracts.

Fiscal Impact:

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

No direct fiscal impact. However, the proposed ordinance may result in additional staff time and administrative coordination to prepare and present qualifying contracts for Council approval

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

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for October 21, 2025.

Attachments:

1. Ordinance No. 34, 2025 with Appendix A

CITY OF GREELEY, COLORADO

ORDINANCE NO. 34, 2025

AN ORDINANCE AMENDING SECTION 2-184 OF THE GREELEY MUNICIPAL CODE REGARDING APPROVALS AND SIGNATURES FOR CONTRACTS

WHEREAS, Title 2, Chapter 4 of the Greeley Municipal Code governs the execution of contracts by the City and Section 2-184 sets forth the approvals and signatures required at specified contractual limits; and

WHEREAS, on April 22, 2025 the City Council requested that City staff provide information regarding contract policies and processes; and requested options for changes to those policies and processes; and

WHEREAS, at worksession on August 12, 2025 and on September 23, 2025 the City Council heard presentations regarding the City's contract ordinances, policies, and processes; and

WHEREAS, the City Council has requested that changes to Title 2, Chapter 4 be proposed to provide the Council with additional opportunities to exercise oversight of the contracting process; and

WHEREAS, the City Council now finds that it is in the best interests of the citizens of the City of Greeley to amend Section 2-184 of the Greeley Municipal Code regarding approvals and signatures for contracts.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL FOR THE CITY OF GREELEY, COLORADO, AS FOLLOWS:

Section 1. Section 2-184 of the Greeley Municipal Code shall be amended as set forth below, with underlines representing insertions:

Sec. 2-184. Approvals and signatures.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - (1) *Financial obligation* means the duty of the city to provide money or something of value to another party, including the duty to provide something of value by trade or exchange. For purposes of subsection (c) below, the city's financial obligation shall be determined based on the total dollar amount the city has committed to provide, including amounts that may be committed during any renewal periods, or on the total estimated dollar amount for the thing of value provided by the city.
 - (2) *Standard contract form* means a written contract or agreement that has been previously approved by the city attorney's office as a standard contract form and one that is subsequently used without substantive modification of any contract provision contained in such form. A nonstandard contract is a contract that includes a substantive change to an approved standard contract.

(3) Professional Services shall have the same meaning as set forth in Section 6-422 of this Code.

(4) Consulting Services means those services that involve providing expert advice and strategic guidance to the City. These services include, but are not limited to, conducting studies, offering specialist advice and providing intellectual services that do not involve the traditional employer-employee relationship. Consulting services are often project-based and may include activities such as market research, feasibility studies, and strategic planning.

(b) *Conveyance of city-owned water, mineral and real property interests.* All conveyances of city interests in water, mineral and real property rights, including leases of water, mineral, real property rights and improvements (but excluding annual leases of water rights not needed by the city for immediate use), shall be signed by the mayor and attested by the city clerk.

(c) *Contracts and agreements for financial obligations.* All contracts and agreements for financial obligations to which the city is a party shall require signatures as follows:

(1) For amounts up to and including \$10,000.00, the signature of the employee designated by the department head of the department entering into the contract.

(2) For a standard contract form in the amounts above \$10,000.00, up to and including \$100,000.00, the signature of the department head or designee of the department entering into the contract.

(3) For a nonstandard contract form in amounts above \$10,000.00, up to and including \$100,000.00, the signature of the department head or designee of the department entering into the contract, and approval as to legal form by the city attorney.

(4) For standard and nonstandard contract forms in amounts above \$100,000.00, up to and including \$199,999.99, approval as to substance by the city manager or designee, approval as to legal form by the city attorney and review for availability of funds by the director of finance or designee.

(5) For standard and nonstandard contract forms, excluding those for Professional and Consulting Services, in amounts of \$200,000.00 or more, approval as to substance by city manager, approval as to legal form by the city attorney and review for availability of funds by the financial officer or designee.

(6) For standard and nonstandard contract forms for Professional Services or Consulting Services in amounts of \$200,000.00 or more, approval by city council resolution or ordinance and, following such approval, approval as to substance by the city manager, approval as to legal form by the city attorney and review for availability of funds by the financial officer or designee.

(7) All standard and nonstandard contract forms for Professional Services or Consulting Services in amounts less than \$200,000.00 in a single contract term must be approved by city council resolution or ordinance if the contract could result in expenditures of \$200,000.00 or more over a multi-year contract term.

Section 2. Appendix A to this Ordinance is a copy of the existing ordinance as required by Section 3-16 of the Greeley City Charter.

Section 3. This Ordinance shall become effective five days following its final publication, as provided in Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF _____, 2025.

ATTEST:

CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Sec. 2-184. - Approvals and signatures.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
- (1) *Financial obligation* means the duty of the city to provide money or something of value to another party, including the duty to provide something of value by trade or exchange. For purposes of subsection (c) below, the city's financial obligation shall be determined based on the total dollar amount the city has committed to provide, including amounts that may be committed during any renewal periods, or on the total estimated dollar amount for the thing of value provided by the city.
 - (2) *Standard contract form* means a written contract or agreement that has been previously approved by the city attorney's office as a standard contract form and one that is subsequently used without substantive modification of any contract provision contained in such form. A nonstandard contract is a contract that includes a substantive change to an approved standard contract.
- (b) *Conveyance of city-owned water, mineral and real property interests.* All conveyances of city interests in water, mineral and real property rights, including leases of water, mineral, real property rights and improvements (but excluding annual leases of water rights not needed by the city for immediate use), shall be signed by the mayor and attested by the city clerk.
- (c) *Contracts and agreements for financial obligations.* All contracts and agreements for financial obligations to which the city is a party shall require signatures as follows:
- (1) For amounts up to and including \$10,000.00, the signature of the employee designated by the department head of the department entering into the contract.
 - (2) For a standard contract form in the amounts above \$10,000.00, up to and including \$100,000.00, the signature of the department head or designee of the department entering into the contract.
 - (3) For a nonstandard contract form in amounts above \$10,000.00, up to and including \$100,000.00, the signature of the department head or designee of the department entering into the contract, and approval as to legal form by the city attorney.
 - (4) For standard and nonstandard contract forms in amounts above \$100,000.00, approval as to substance by the city manager or designee, approval as to legal form by the city attorney and review for availability of funds by the director of finance or designee.

(Code 1994, § 2.07.020; Ord. No. 78, 1992, § 1(part), 8-18-1992; Ord. No. 14, 2002, § 1, 4-2-2002; Ord. No. 13, 2011, § 1, 4-19-2011; Ord. No. 23, 2013, § 2, 8-20-2013; Ord. No. 18, 2018, § 1(exh. A), 4-3-2018; Ord. No. 40, 2024, § 1(app. A), 10-15-2024)



Council Agenda Summary

Item: 17.

October 7, 2025

Key Staff Contact: Nathan Mosley, Budget and Policy Director

Title:

Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2025 and for funds held in reserve for encumbrances through December 31, 2024

Summary:

This is the third supplemental appropriation ordinance modifying the 2025 budget. This appropriation enables the utilization of unbudgeted revenues incurred in the 2025 year. This appropriation is also consistent with the financial planning in the 2026 Recommended Budget.

This appropriation includes 17 requests that are outlined in more detail on the attached Detail Supporting Schedule. Listed below are highlights of the requests included in the requested appropriation:

- \$1.0 million for the timing of Workers Compensation claims
- \$0.7 million for various grants

The attached ordinance includes the proposed budget increases to ensure the City meets the requirements of the charter that expenditures do not exceed what has been appropriated by Council. Council may adjust or remove any of the budget requests prior to adoption at the proposed second reading on October 21, 2025.

Fiscal Impact:

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

Yes

If yes, what is the initial, or, onetime impact?

\$2,155,949

What is the annual impact?

N/A

What fund of the City will provide Funding?

See Ordinance

What is the source of revenue within the fund?

See Table Below

Is there grant funding for this item?

Yes

If yes, does this grant require a match?

Yes: Various Items

Is this grant onetime or ongoing?

One-time

Additional Comments:

Total appropriations made by this ordinance, excluding transfers, are \$2,155,949. The following funding sources will be used to cover the appropriations made by this ordinance.

Source	Total
Fund Balance	1,240,193
Grant Revenue	715,756
IGA	200,000
Grand Total	2,155,949

Legal Issues:

None.

Other issues and Considerations:

City Charter prohibits actual expenditures from exceeding appropriations at the fund level. This ordinance will ensure that this does not occur.

Strategic Focus Area:

Business Growth
Community Vitality
High-Performance Government
Housing For All
Infrastructure and Mobility
Quality of Life
Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for October 21, 2025.

Attachments:

1. Ordinance No. 35, 2025

2. 2025 Appropriation - Request Summary

CITY OF GREELEY, COLORADO
ORDINANCE NO. 35, 2025

**AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES
AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL
YEAR OF 2025 AND FOR FUNDS HELD IN RESERVE FOR ENCUMBRANCES AT
DECEMBER 31, 2024**

WHEREAS, the City of Greeley has or will incur expenses for certain activities described below during the 2025 fiscal year; and

WHEREAS, the revenues received in the City of Greeley in 2024, exceeded the amount of revenues estimated in the 2024 Budget by more than the total amount of the expenditures in the same year.

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

Section 1. In accordance with section 5-17 of the Greeley Charter, from actual and anticipated revenues which exceed the revenue estimates in the 2025 budget and amounts held in fund balance reserves from 2024, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2025:

Fund	Amount	Transfers	Total
100 GENERAL FUND	\$ 350,680	\$ 1,308,705	\$ 1,659,385
102 CONVENTION AND VISITORS FUND	\$ 15,000	\$ -	\$ 15,000
104 STREETS AND ROADS FUND	\$ 70,000	\$ -	\$ 70,000
120 DESIGNATED REVENUE	\$ 20,000	\$ -	\$ 20,000
170 GRANTS	\$ 366,269	\$ -	\$ 366,269
304 FOOD TAX	\$ 200,000	\$ -	\$ 200,000
401 GOLF COURSES	\$ 134,000	\$ -	\$ 134,000
501 WORKERS COMPENSATION	\$ 1,000,000	\$ -	\$ 1,000,000
Grand Total	\$2,155,949	\$ 1,308,705	\$ 3,464,654

Section 2. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the officers, agents and employees of the City in connection with this appropriation are hereby ratified, approved and confirmed.

Section 3. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF _____, 2025.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



City of Greeley
2025 Appropriation
City Council Meetings: October 7th & 21st

Fund	Item	Department	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
100 - GENERAL FUND								
	1	CPRD	Grant Revenue	City of Greeley, in partnership with Trust for Public Land and Poudre Learning Center, was awarded a Generation Wild Planning grant from Great Outdoors Colorado. The grant will fund the creation of a community-centered plan to connect children to nature in east Greeley. The grant award notification was received in October 2024.	-	151,400	151,400	-
	2	MC	Grant Revenue	Municipal Court received grant money from DOLA for our Defense Counsel First Act (DCFA) grant in 2025. The revenue was not recorded in the original budget, nor was it requested during the first appropriation.	-	11,035	11,035	-
	3	POLICE	Grant Revenue	The Police Department was awarded several grants this year and would like to appropriate the grant revenue for operational expenses. These grants include the 2024 SMART LEWRT grant, the 2025 Click it or Ticket grant, the 2025 GBMJ grant, the 2026 BATTLE grant, and the 2026 HVE grant.	-	188,245	188,245	-
	4	PW	Operating Transfer: General Fund Balance	General Fund support for associated encumbrances in the Streets & Roads Fund.	719,447	-	-	719,447
	5	HOU	Operating Transfer: General Fund Balance	Administrative General Fund support to fund the previously approved Affordable Housing Consultants & the Strategic Housing Plan.	105,861	-	-	105,861
	6	PW	Operating Transfer: General Fund Balance	General Fund support for associated encumbrances in the Transit Fund.	413,397	-	-	413,397
100 - GENERAL FUND					1,238,705	350,680	350,680	1,238,705
102 - CONVENTION AND VISITORS FUND								
	7	CE	Grant Revenue	Appropriating the CTO Tourism Management Grant awarded to Greeley Convention & Visitor under Communication & Engagement. Greeley Convention & Visitors is awarded \$15,000 for a 12-month grant period beginning June 5, 2025 - June 15, 2026.	-	15,000	15,000	-
102 - CONVENTION AND VISITORS FUND					-	15,000	15,000	-
104 - STREETS AND ROADS FUND								
	8	PW	Operating Transfer: General Fund Balance	The City of Greeley, Public Works Department has several GIS integration and implementation needs. Updating data structures, sharing GIS data, importing survey data, and integrating with third party applications are all a part of this work. Argis Solutions, Inc. ('Argis') will deliver GIS support, recommendations, analysis, and implementation services to the City of Greeley to meet those needs. The Argis team can extend the Greeley GIS team with analysts, architects, and developers to assist with getting the GIS system to a level that encompasses and enhances the existing technologies used within Greeley. With an initial assessment of the state of the GIS system and then application development, data governance processes, and third-party application integration, the City will have a road map for the future as well as a modernized and collaborative GIS system that the organization as a whole can utilize for daily work and decision-making.	45,000	-	45,000	-
	9	PW	Operating Transfer: General Fund Balance	These funds are needed for continued professional development of Public Works staff across all areas. We use these funds for staff to attend and participate in member associations to learn and grow skill sets in safety, engineering, planning, and operations. These opportunities are vital for learning and sharing best practices which lead to improved processes and practices for infrastructure and mobility in the City of Greeley.	25,000	-	25,000	-
104 - STREETS AND ROADS FUND					70,000	-	70,000	-
126 - YOUTH AND SENIOR ASSISTANCE								
	10	CPRD	Fund Balance	\$20k in additional funding is required beyond the initial budget to support youth assistance programming.	20,000	-	20,000	-
126 - YOUTH AND SENIOR ASSISTANCE					20,000	-	20,000	-
176 - HOMELESSNESS OTHER GRANTS								
	11	HOM	Fund Balance	HUD Continuum of Care Grant Local Match	16,193	-	16,193	-
	12	HOM	Grant Revenue	Homeless Response Program Grant FY 25/26	-	87,104	87,104	-
	13	HOM	Grant Revenue	HUD Continuum of Care Grant FY 25/26	-	71,490	71,490	-
	14	HOM	Grant Revenue	Supportive Housing Olmstead Advancement Grant FY 24/25 Carryover and Supportive Housing Olmstead Advancement Grant FY 25/26	-	191,482	191,482	-
176 - HOMELESSNESS OTHER GRANTS					16,193	350,076	366,269	-
304 - FOOD TAX								
	15	CPRD	IGA	Through an IGA with Weld County to manage the Poudre River Trail in unincorporated Weld County, Weld County funds capital repair projects in this area through an annual contribution of \$200K. Staff will work with Otak to start the design process for the 25th Ave. repair and river restoration project.	-	200,000	200,000	-
304 - FOOD TAX					-	200,000	200,000	-

Fund	Item	Department	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
401 - GOLF COURSES								
	16	CPRD	Fund Balance	Golf revenues for 2025 are outpacing what is budgeted. Because of this, the Golf Leadership team would like to utilize \$134k in fund balance for needed unbudgeted repairs and maintenance. This will include purchasing new hitting mats for Highland Hills, propoane for Boomerang Links maintenance shop, and repairs such as floors & lighting at the Highland Hills club house.	134,000	-	134,000	-
401 - GOLF COURSES					134,000	-	134,000	-
501 - WORKERS COMPENSATION								
	17	HR	Fund Balance	Additional dollars are needed for previous claims that are anticipated to settle by the end of 2025	1,000,000	-	1,000,000	-
501 - WORKERS COMPENSATION					1,000,000	-	1,000,000	-
TOTAL (Less Additional Operating Expenditures Between Funds)					\$ 2,478,898	\$ 915,756	\$ 2,155,949	\$ 1,238,705
OPERATING TRANSFERS								
	4	PW	Fund Balance	Streets and Roads Carryover Operating Transfer of Fund Balance General Fund to Streets & Roads Fund	-	719,447	719,447	-
	5	HOU	Fund Balance	Housing Fund Correction Operating Transfer of Fund Balance General Fund to Housing Fund	-	105,861	105,861	-
	6	PW	Fund Balance	Transit Carryover Operating Transfer of Fund Balance General Fund to Transit Fund	-	413,397	413,397	-
	8	PW	Fund Balance	GIS Support - Integration and Implementation Services Operating Transfer of Fund Balance General Fund to Streets & Roads Fund	-	45,000	45,000	-
	9	PW	Fund Balance	Training and Professional Development Operating Transfer of Fund Balance General Fund to Streets & Roads Fund	-	25,000	25,000	-
					-	1,308,705	1,308,705	-
					\$ 2,478,898	\$ 2,224,461	\$ 3,464,654	\$ 1,238,705



Council Agenda Summary

October 7, 2025

Key Staff Contact: Martha Lanaghen, Human Resources Director

Title:

Introduction and first reading of an ordinance adopting the Classification and Salary Plan for 2026

Summary:

The Human Resources team has prepared and presented a Pay Plan for City of Greeley employees to go into effect on January 1, 2026. This plan provides pay ranges for all City of Greeley employees. The employee Pay Plan was last updated in 2023 for the 2024 budget year, and it is a complex plan to administer. The 2026 pay plan is simplified for easier administration. All positions in the City of Greeley workforce have been repriced based on market data and placed in the appropriate new pay bands. There are no sweeping changes to individual compensation, but a few positions will see more pay growth opportunities over time. The new pay plan is also compliant with Colorado regulations governing pay transparency and minimum wages.

Fiscal Impact:

The plan provides a mixed impact to the financial wellbeing of the City.

- The State of Colorado has increased minimum wage effective Jan 1, 2026, the Pay Plan contemplates this increase to remain compliant with Colorado law.
- Some employees who were at their salary max will now have room to grow their base salaries, which, over time, will increase their wages. This has been contemplated in the budget.
- Fewer than 20 employees were paid below the minimum of their salary range and will receive an increase to the range minimum, total impact for these 20 employees is less than \$20k per year.

Legal Issues:

None

Other issues and Considerations:

There are no other issues or considerations.

Strategic Focus Area:

High-Performance Government

Decision Options:

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

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for October 21, 2025.

Attachments:

1. Ordinance No. 36, 2025 with Appendix A

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 36, 2025**

**AN ORDINANCE ADOPTING THE CLASSIFICATION AND SALARY PLAN FOR
2026**

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

WHEREAS, Section 4-3 of the Greeley Municipal Code requires the Council to adopt a Classification and Salary plan ("Pay Plan") every year; and

WHEREAS, the City's Pay Plan is attached to this Ordinance as Appendix A; and

WHEREAS, the City's Pay Plan update was undertaken to maximize the City's market competitiveness in recruiting and retaining the best and brightest employees while also balancing budget constraints for 2026; and

WHEREAS, the City's Pay Plan update positions the City to ensure compliance with the State of Colorado's pay equity laws; and

WHEREAS, the updated pay plan is based on the compensation philosophy that states "The employees at the City of Greeley are its most valuable asset. Critical to achieving the city's mission and goals, the compensation package must be both competitive and sustainable. Therefore, the City of Greeley is committed to providing a total compensation package equal to market."

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

Section 1. The Classification and Salary Plan attached hereto as Appendix A and the compensation philosophy are hereby adopted.

Section 2. The ordinance shall become effective January 1, 2026.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____,
2025.**

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Appendix A

CITY OF GREELEY 2026 PAY PLAN EFFECTIVE JANUARY 1, 2026

Sorted by Job Title

Job Title	Department(s)	FLSA Status	Paygrade	Family	Min	Max
Accountant I	FIN	Exempt	E060	Professional	\$50,248	\$72,859
Accountant II	FIN	Exempt	E080	Professional	\$60,800	\$88,160
Accountant III	FIN	Exempt	E100	Professional	\$73,568	\$106,674
Accountant IV	FIN	Exempt	E130	Professional	\$97,919	\$141,982
Accounting Clerk I	FIN	Nonexempt	N030	Support	\$18.15	\$26.32
Accounting Clerk II	FIN	Nonexempt	N040	Support	\$19.97	\$28.95
Accounting Clerk III	FIN	Nonexempt	N050	Support	\$21.96	\$31.84
Accounting Manager	FIN	Exempt	E140	Management	\$107,711	\$156,181
Administrative Assistant I	Citywide	Nonexempt	N030	Support	\$18.15	\$26.32
Administrative Assistant II	Citywide	Nonexempt	N050	Support	\$21.96	\$31.84
Administrative Assistant III	Citywide	Nonexempt	N060	Support	\$24.16	\$35.03
Administrative Assistant IV	Citywide	Nonexempt	N070	Support	\$26.57	\$38.53
Administrative Hearing Officer	CCO	Nonexempt	N160	Professional	\$62.66	\$90.86
Adult Sports Official	CPRD	Nonexempt	N030	Support	\$18.15	\$26.32
Adult Sports Scorekeeper	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Adult Sports Supervisor	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Animal Control Officer	GPD	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Application Administrator I	IT	Exempt	E080	Professional	\$60,800	\$88,160
Application Administrator II	IT	Exempt	E100	Professional	\$73,568	\$106,674
Application Administrator III	IT	Exempt	E110	Professional	\$80,925	\$117,341
Application Services Manager	IT	Exempt	E140	Management	\$107,711	\$156,181
Arborist I	CPRD	Nonexempt	N050	Trades and Operations	\$21.96	\$31.84
Arborist II	CPRD	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Asset Analyst	W&S	Nonexempt	N080	Professional	\$29.23	\$42.38
Asset Manager	PW, W&S	Exempt	E110	Management	\$80,925	\$117,341
Asset Technician	PW, W&S	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Assistant Chief	GFD	Exempt	E160	Senior Management	\$130,330	\$188,979
Assistant City Attorney I	CAO	Exempt	E120	Professional	\$89,017	\$129,075
Assistant City Attorney II	CAO	Exempt	E150	Professional	\$118,482	\$171,799
Assistant City Attorney II-Supervisor	CAO	Exempt	E160	Management	\$130,330	\$188,979
Assistant City Clerk	CCO	Exempt	E060	Support	\$50,248	\$72,859
Assistant City Manager	CMO	Exempt	E200	Senior Management	\$190,816	\$276,684
Assistant Crime Lab Director	GPD	Exempt	E130	Management	\$97,919	\$141,982
Assistant Events Coordinator	CPRD	Nonexempt	N050	Support	\$21.96	\$31.84
Assistant Golf Professional I	CPRD	Nonexempt	N040	Trades and Operations	\$19.97	\$28.95
Assistant Golf Professional II	CPRD	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Assistant Judge	Muni Court	Nonexempt	N160	Professional	\$62.66	\$90.86
Assistant Museum Curator	CPRD	Nonexempt	N060	Professional	\$24.16	\$35.03
Assistant Purchasing Manager	FIN	Exempt	E110	Management	\$80,925	\$117,341
Assistant Stage Manager	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Assistant Technical Services Coordinator	CPRD	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Bartender	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Benefits Analyst	HR	Exempt	E090	Professional	\$66,880	\$96,976
Benefits and Wellness Manager	HR	Exempt	E130	Management	\$97,919	\$141,982
Benefits Specialist	HR	Exempt	E080	Professional	\$60,800	\$88,160
Body Worn Camera Technician	GPD	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Budget and Policy Deputy Director	FIN	Exempt	E160	Senior Management	\$130,330	\$188,979
Budget and Policy Director	FIN	Exempt	E190	Senior Management	\$173,469	\$251,531
Building Inspector I	CD	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Building Inspector II	CD	Nonexempt	N100	Trades and Operations	\$35.37	\$51.29
Building Lead	CPRD	Nonexempt	N010	Trades and Operations	\$15.16	\$21.75
Building Permit Technician	CD	Nonexempt	N050	Support	\$21.96	\$31.84

Appendix A

Job Title	Department(s)	FLSA Status	Paygrade	Family	Min	Max
Bus Operator I	PW	Nonexempt	N050	Trades and Operations	\$21.96	\$31.84
Bus Operator II	PW	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Business Analyst I	Citywide	Exempt	E090	Professional	\$66,880	\$96,976
Business Analyst II	Citywide	Exempt	E100	Professional	\$73,568	\$106,674
Business Analyst III	Citywide	Exempt	E120	Professional	\$89,017	\$129,075
Business Manager	Citywide	Exempt	E100	Management	\$73,568	\$106,674
Business Operations Specialist	IT	Nonexempt	N070	Support	\$26.57	\$38.53
Business Systems Analyst I	IT	Exempt	E080	Professional	\$60,800	\$88,160
Business Systems Analyst II	IT	Exempt	E100	Professional	\$73,568	\$106,674
Business Systems Manager	IT	Exempt	E140	Management	\$107,711	\$156,181
Case Manager	HHS	Exempt	E090	Professional	\$66,880	\$96,976
Cemetery Manager	CPRD	Exempt	E100	Management	\$73,568	\$106,674
Cemetery Technician	CPRD	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Chemist I	W&S	Exempt	E080	Professional	\$60,800	\$88,160
Chemist II	W&S	Exempt	E090	Professional	\$66,880	\$96,976
Chemist III	W&S	Exempt	E100	Professional	\$73,568	\$106,674
Chief Building Official	CD	Exempt	E130	Management	\$97,919	\$141,982
Chief Engineer	W&S	Exempt	E160	Senior Management	\$130,330	\$188,979
Chief Information Officer	CMO	Exempt	E210	Senior Management	\$209,898	\$304,352
Chief Operating Officer	CMO	Exempt	E200	Senior Management	\$190,816	\$276,684
Chief People Officer	CMO	Exempt	E200	Senior Management	\$190,816	\$276,684
Chief Public Safety Officer	CMO	Exempt	E200	Senior Management	\$190,816	\$276,684
Child Care Attendant	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
City Budget Analyst I	FIN	Exempt	E070	Professional	\$55,273	\$80,145
City Budget Analyst II	FIN	Exempt	E100	Professional	\$73,568	\$106,674
City Budget Analyst III	FIN	Exempt	E120	Professional	\$89,017	\$129,075
City Clerk	CCO	Exempt	E160	Senior Management	\$130,330	\$188,979
Civil Engineer I	CD, PW	Exempt	E100	Professional	\$73,568	\$106,674
Civil Engineer II	CD, PW	Exempt	E120	Professional	\$89,017	\$129,075
Civil Engineer III	CD, PW	Exempt	E130	Professional	\$97,919	\$141,982
Civil Engineer IV	CD, PW	Exempt	E150	Professional	\$118,482	\$171,799
Class Instructor I	CPRD	Nonexempt	N020	Support	\$16.50	\$23.93
Class Instructor II	CPRD	Nonexempt	N030	Support	\$18.15	\$26.32
Clerical Assistant	Citywide	Nonexempt	N020	Support	\$16.50	\$23.93
Client Services Manager	IT	Exempt	E120	Management	\$89,017	\$129,075
Climbing Wall Supervisor	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Clinical Manager	HHS	Exempt	E120	Professional	\$89,017	\$129,075
Code Compliance Inspector I	Citywide	Nonexempt	N080	Trades and Operations	\$29.23	\$42.38
Code Compliance Manager	CD	Exempt	E100	Management	\$73,568	\$106,674
Collections Manager	CPRD	Exempt	E120	Management	\$89,017	\$129,075
Collections Registrar	CPRD	Nonexempt	N060	Support	\$24.16	\$35.03
Communication & Engagement Manager	C&E	Exempt	E120	Management	\$89,017	\$129,075
Communication Specialist I	C&E	Nonexempt	N070	Professional	\$26.57	\$38.53
Communication Specialist II	C&E	Exempt	E080	Professional	\$60,800	\$88,160
Communication Specialist III	C&E	Exempt	E100	Professional	\$73,568	\$106,674
Community Education and Risk Reduction Special	GFD	Nonexempt	N080	Professional	\$29.23	\$42.38
Community Outreach and Engagement Specialist	C&E	Exempt	E080	Professional	\$60,800	\$88,160
Community Paramedic	GFD	Nonexempt	N090	Professional	\$32.15	\$46.62
Community Service Officer	GPD	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Compensation Specialist	HR	Exempt	E120	Management	\$89,017	\$129,075
Compliance Specialist	CMO	Exempt	E100	Professional	\$73,568	\$106,674
Crew Supervisor II	Citywide	Exempt	E100	Management	\$73,568	\$106,674
Construction Inspector I	CD	Nonexempt	N080	Trades and Operations	\$29.23	\$42.38
Construction Inspector II	CD	Nonexempt	N090	Trades and Operations	\$32.15	\$46.62

Appendix A

Job Title	Department(s)	FLSA Status	Paygrade	Family	Min	Max
Construction Inspector Manager	CD	Exempt	E130	Management	\$97,919	\$141,982
Content Marketing Supervisor	C&E	Exempt	E110	Management	\$80,925	\$117,341
Contract Specialist I	FIN	Exempt	E070	Professional	\$55,273	\$80,145
Contract Specialist II	FIN	Exempt	E080	Professional	\$60,800	\$88,160
Court Administrator	Muni Court	Exempt	E130	Management	\$97,919	\$141,982
Court Clerk I	Muni Court	Nonexempt	N050	Support	\$21.96	\$31.84
Court Clerk II	Muni Court	Nonexempt	N060	Support	\$24.16	\$35.03
Court Marshal	Muni Court	Exempt	E110	Trades and Operations	\$80,925	\$117,341
Court Specialist	Muni Court	Nonexempt	N070	Support	\$26.57	\$38.53
Court Supervisor	Muni Court	Exempt	E090	Management	\$66,880	\$96,976
Creative Services Manager	C&E	Exempt	E130	Management	\$97,919	\$141,982
High Mountain Reservoirs Crew Supervisor	W&S	Exempt	E100	Management	\$73,568	\$106,674
Construction Crew Supervisor	W&S	Exempt	E110	Management	\$80,925	\$117,341
Crew Supervisor - CPRD	CPRD	Nonexempt	N090	Management	\$32.15	\$46.62
Crime Analyst	GPD	Exempt	E100	Professional	\$73,568	\$106,674
Criminalist	GPD	Exempt	E110	Professional	\$80,925	\$117,341
Cross-Connection Supervisor	W&S	Nonexempt	N080	Management	\$29.23	\$42.38
Cross-Connection Technician	W&S	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Crossing Guard Coordinator	GPD	Nonexempt	N030	Support	\$18.15	\$26.32
Cultural Affairs Division Manager	CPRD	Exempt	E130	Management	\$97,919	\$141,982
Customer Care Representative	W&S	Nonexempt	N040	Support	\$19.97	\$28.95
Customer Service Representative	CPRD	Nonexempt	N020	Support	\$16.50	\$23.93
Data Analysis and Entry Clerk	W&S	Nonexempt	N050	Support	\$21.96	\$31.84
Data Processing Clerk	GPD	Nonexempt	N010	Support	\$15.16	\$21.75
Database Administrator	IT	Exempt	E120	Professional	\$89,017	\$129,075
Department Budget Analyst I	Citywide	Exempt	E060	Professional	\$50,248	\$72,859
Department Budget Analyst II	Citywide	Exempt	E100	Professional	\$73,568	\$106,674
Department Budget Analyst III	Citywide	Exempt	E120	Professional	\$89,017	\$129,075
Deputy Building Official	CD	Exempt	E120	Management	\$89,017	\$129,075
Deputy Chief Engineer	PW	Exempt	E150	Senior Management	\$118,482	\$171,799
Deputy Chief-Fire	GFD	Exempt	E180	Senior Management	\$157,699	\$228,664
Deputy City Attorney	CAO	Exempt	E190	Senior Management	\$173,469	\$251,531
Deputy City Clerk	CCO	Exempt	E090	Management	\$66,880	\$96,976
Deputy City Manager	CMO	Exempt	E210	Senior Management	\$209,898	\$304,352
Deputy Director of Community Development	CD	Exempt	E160	Senior Management	\$130,330	\$188,979
Deputy Director of Culture, Parks, and Recreation	CPRD	Exempt	E150	Senior Management	\$118,482	\$171,799
Deputy Director of Economic Development and Urban Revitalization	EDUR	Exempt	E160	Senior Management	\$130,330	\$188,979
Deputy Director of Emergency Management	CMO	Exempt	E150	Senior Management	\$118,482	\$171,799
Deputy Director of External Communications	C&E	Exempt	E150	Senior Management	\$118,482	\$171,799
Deputy Director of Finance	FIN	Exempt	E160	Senior Management	\$130,330	\$188,979
Deputy Director of Homeless Solutions	HHS	Exempt	E150	Senior Management	\$118,482	\$171,799
Deputy Director of Information Technology	IT	Exempt	E160	Senior Management	\$130,330	\$188,979
Deputy Director of Operations & Administration	C&E	Exempt	E150	Senior Management	\$118,482	\$171,799
Deputy Director of Public Works	PW	Exempt	E160	Senior Management	\$130,330	\$188,979
Deputy Director of Risk & Safety	HR	Exempt	E160	Senior Management	\$130,330	\$188,979
Deputy Director of Utility Finance & Customer Serv	W&S	Exempt	E160	Senior Management	\$130,330	\$188,979
Deputy Director Water & Wastewater Operations	W&S	Exempt	E160	Senior Management	\$130,330	\$188,979
Deputy Director Water Resources	W&S	Exempt	E160	Senior Management	\$130,330	\$188,979
Deputy Infrastructure Services Superintendent	PW	Exempt	E130	Management	\$97,919	\$141,982
Deputy Police Chief	GPD	Exempt	E180	Senior Management	\$157,699	\$228,664
Development Review Manager	CD	Exempt	E140	Management	\$107,711	\$156,181
Digital Marketing Specialist	C&E	Exempt	E090	Professional	\$66,880	\$96,976
Direct Operations Services Manager	PW	Exempt	E120	Management	\$89,017	\$129,075

Appendix A

Job Title	Department(s)	FLSA Status	Paygrade	Family	Min	Max
Director of Communication & Engagement	C&E	Exempt	E180	Senior Management	\$157,699	\$228,664
Director of Community Development	CD	Exempt	E190	Senior Management	\$173,469	\$251,531
Director of Culture, Parks & Recreation	CPRD	Exempt	E180	Senior Management	\$157,699	\$228,664
Director of Economic Development and Urban Rev	EDUR	Exempt	E190	Senior Management	\$173,469	\$251,531
Director of Emergency Management	CMO	Exempt	E180	Senior Management	\$157,699	\$228,664
Director of Finance	FIN	Exempt	E190	Senior Management	\$173,469	\$251,531
Director of Homeless Solutions	HHS	Exempt	E180	Senior Management	\$157,699	\$228,664
Director of Human Resources	HR	Exempt	E180	Senior Management	\$157,699	\$228,664
Director of Innovation and High Performance	HPG	Exempt	E180	Senior Management	\$157,699	\$228,664
Director of IT	IT	Exempt	E190	Senior Management	\$173,469	\$251,531
Director of Public Works	PW	Exempt	E170	Senior Management	\$143,363	\$207,877
Director of Risk & Compliance	HR	Exempt	E170	Senior Management	\$143,363	\$207,877
Director of Strategy	CMO	Exempt	E180	Senior Management	\$157,699	\$228,664
Director of Water & Sewer	W&S	Exempt	E190	Senior Management	\$173,469	\$251,531
Division Treasurer	FIN	Exempt	E160	Management	\$130,330	\$188,979
DNA Analyst	GPD	Exempt	E110	Professional	\$80,925	\$117,341
Economic Development Coordinator II	EDUR	Exempt	E090	Professional	\$66,880	\$96,976
Economic Development Coordinator III	EDUR	Exempt	E110	Professional	\$80,925	\$117,341
Economic Development Manager	EDUR	Exempt	E140	Management	\$107,711	\$156,181
Electrical I&C Engineer II	W&S	Exempt	E120	Professional	\$89,017	\$129,075
Electrical I&C Engineer III	W&S	Exempt	E130	Professional	\$97,919	\$141,982
Electrical I&C Engineer IV	W&S	Exempt	E150	Professional	\$118,482	\$171,799
Electronic Technician	PW	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Electronics Specialist III	PW	Nonexempt	N100	Trades and Operations	\$35.37	\$51.29
Engineering Technician I	CD, PW	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Engineering Technician II	CD, PW	Nonexempt	N080	Trades and Operations	\$29.23	\$42.38
Engineering Technician III	CD, PW	Nonexempt	N090	Trades and Operations	\$32.15	\$46.62
Environmental & Water Resources Attorney I	CAO	Exempt	E120	Professional	\$89,017	\$129,075
Environmental & Water Resources Attorney II	CAO	Exempt	E150	Professional	\$118,482	\$171,799
Environmental Planner	CPRD	Exempt	E090	Professional	\$66,880	\$96,976
Environmental Technician I	PW	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Environmental Technician II	PW	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Environmental Technician III	PW	Nonexempt	N090	Trades and Operations	\$32.15	\$46.62
Environmental Technician IV	PW	Nonexempt	N100	Trades and Operations	\$35.37	\$51.29
Equipment Maintenance Foreman	PW, W&S	Exempt	E100	Management	\$73,568	\$106,674
Equipment Operator I	PW, W&S	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Equipment Operator II	PW, W&S	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Equipment Operator III	PW, W&S	Nonexempt	N090	Trades and Operations	\$32.15	\$46.62
ERP Analyst	IT	Exempt	E120	Professional	\$89,017	\$129,075
Events Coordinator	CPRD	Nonexempt	N070	Professional	\$26.57	\$38.53
Executive Assistant	Citywide	Exempt	E100	Support	\$73,568	\$106,674
Executive Communications Lead	CMO	Exempt	E150	Senior Management	\$118,482	\$171,799
Facilities Maintenance Supervisor	PW	Exempt	E090	Management	\$66,880	\$96,976
Facilities Management Technician I	PW, CPRD	Nonexempt	N040	Trades and Operations	\$19.97	\$28.95
Facilities Management Technician II	PW, CPRD	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Facilities Management Technician III	PW, CPRD	Nonexempt	N080	Trades and Operations	\$29.23	\$42.38
Facilities Manager - Public Works	PW	Exempt	E130	Management	\$97,919	\$141,982
Facilities Operations Manager	PW	Exempt	E110	Management	\$80,925	\$117,341
Facilities Project Architect	PW	Exempt	E130	Professional	\$97,919	\$141,982
Facilities Project Manager	PW	Exempt	E100	Professional	\$73,568	\$106,674
Facilities Service Crew Leader	CPRD	Nonexempt	N080	Trades and Operations	\$29.23	\$42.38
Facilities Service Supervisor I	Citywide	Nonexempt	N070	Management	\$26.57	\$38.53
Facilities Service Supervisor II	Citywide	Exempt	E080	Management	\$60,800	\$88,160
Facilities Service Worker	Citywide	Nonexempt	N030	Trades and Operations	\$18.15	\$26.32

Appendix A

Job Title	Department(s)	FLSA Status	Paygrade	Family	Min	Max
Facilities Technician	CPRD	Nonexempt	N020	Trades and Operations	\$16.50	\$23.93
Facilities Technology and Maintenance Supervisor	PW	Exempt	E100	Management	\$73,568	\$106,674
Farmers Market Assistant	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Field Technician	W&S	Nonexempt	N010	Trades and Operations	\$15.16	\$21.75
Financial Services Coordinator	FIN	Exempt	E080	Professional	\$60,800	\$88,160
Fire Chief	GFD	Exempt	E190	Senior Management	\$173,469	\$251,531
Fitness Instructor	CPRD	Nonexempt	N040	Support	\$19.97	\$28.95
Fleet Manager	PW	Exempt	E120	Management	\$89,017	\$129,075
Fleet Services Coordinator	PW	Nonexempt	N060	Support	\$24.16	\$35.03
Fleet Specialist	PW	Nonexempt	N070	Support	\$26.57	\$38.53
Forestry Manager	CPRD	Exempt	E120	Management	\$89,017	\$129,075
Forestry Program Supervisor	CPRD	Exempt	E090	Management	\$66,880	\$96,976
Forestry Technician II	CPRD	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Foundations Supportive Housing Team Supervisor	HHS	Exempt	E100	Management	\$73,568	\$106,674
GIS Analyst I	IT	Exempt	E080	Professional	\$60,800	\$88,160
GIS Architect I	IT	Exempt	E100	Professional	\$73,568	\$106,674
Golf Course Superintendent	CPRD	Exempt	E110	Management	\$80,925	\$117,341
Crew Supervisor I	Citywide	Nonexempt	N090	Management	\$32.15	\$46.62
Golf Manager	CPRD	Exempt	E130	Management	\$97,919	\$141,982
Grant and Special Revenue Manager	FIN	Exempt	E120	Management	\$89,017	\$129,075
Grant Specialist	HHS	Nonexempt	N080	Trades and Operations	\$29.23	\$42.38
Grant Specialist II	FIN	Exempt	E090	Trades and Operations	\$66,880	\$96,976
Graphic Designer	C&E	Exempt	E080	Professional	\$60,800	\$88,160
Groundskeeper I	CPRD	Nonexempt	N010	Trades and Operations	\$15.16	\$21.75
Groundskeeper II	CPRD	Nonexempt	N020	Trades and Operations	\$16.50	\$23.93
Head Golf Professional	CPRD	Exempt	E090	Professional	\$66,880	\$96,976
Golf Crew Supervisor	CPRD	Nonexempt	N090	Management	\$32.15	\$46.62
Historic Site Supervisor	CPRD	Exempt	E080	Management	\$60,800	\$88,160
House Manager	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Housing Development Manager	HHS	Exempt	E130	Management	\$97,919	\$141,982
Housing Development Program Manager	HHS	Exempt	E100	Professional	\$73,568	\$106,674
Housing Director	HHS	Exempt	E170	Senior Management	\$143,363	\$207,877
Housing Incentive Manager	HHS	Exempt	E130	Management	\$97,919	\$141,982
Housing Investment Manager	HHS	Exempt	E130	Management	\$97,919	\$141,982
Housing Project Manager	HHS	Exempt	E120	Management	\$89,017	\$129,075
Housing Specialist	HHS	Exempt	E080	Trades and Operations	\$60,800	\$88,160
HR Helpdesk Analyst	HR	Exempt	E080	Professional	\$60,800	\$88,160
Human Resources Business Intelligence Analyst	HR	Exempt	E120	Professional	\$89,017	\$129,075
Human Resources Business Partner I	HR	Exempt	E080	Professional	\$60,800	\$88,160
Human Resources Business Partner II	HR	Exempt	E120	Professional	\$89,017	\$129,075
Human Resources Business Partner III	HR	Exempt	E130	Professional	\$97,919	\$141,982
Human Resources Business Partner Manager	HR	Exempt	E130	Management	\$97,919	\$141,982
Human Resources Operations & Compliance Manager	HR	Exempt	E130	Management	\$97,919	\$141,982
Ice Haus Coach	CPRD	Nonexempt	N020	Support	\$16.50	\$23.93
Industrial Control Network Administrator	W&S	Nonexempt	N130	Professional	\$47.08	\$68.26
Industrial Pretreatment Coordinator	W&S	Exempt	E090	Professional	\$66,880	\$96,976
Industrial Pretreatment Specialist	W&S	Nonexempt	N080	Trades and Operations	\$29.23	\$42.38
Infrastructure Manager	IT	Exempt	E140	Management	\$107,711	\$156,181
Infrastructure Services Superintendent	PW	Exempt	E140	Management	\$107,711	\$156,181
Instrument & Control Supervisor	W&S	Exempt	E130	Management	\$97,919	\$141,982
Instrument & Electrical Lead	W&S	Exempt	E120	Management	\$89,017	\$129,075
Intergovernmental Relations Officer	CMO	Exempt	E150	Senior Management	\$118,482	\$171,799
Internal Communication Supervisor	C&E	Exempt	E110	Management	\$80,925	\$117,341
Irrigation Coordinator	CPRD	Nonexempt	N070	Support	\$26.57	\$38.53

Appendix A

Job Title	Department(s)	FLSA Status	Paygrade	Family	Min	Max
Irrigation Technician I	Citywide	Nonexempt	N050	Trades and Operations	\$21.96	\$31.84
Irrigation Technician II	PW	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Island Grove Facility Division Manager	CPRD	Exempt	E130	Management	\$97,919	\$141,982
IT Project Manager	IT	Exempt	E150	Professional	\$118,482	\$171,799
IT Purchasing And Contract Specialist	IT	Exempt	E080	Professional	\$60,800	\$88,160
IT Senior Network Architect	IT	Exempt	E140	Professional	\$107,711	\$156,181
IT Special Projects Manager	IT	Exempt	E120	Professional	\$89,017	\$129,075
IT Systems Trainer	IT	Exempt	E080	Professional	\$60,800	\$88,160
Key Accounts Coordinator	W&S	Nonexempt	N080	Support	\$29.23	\$42.38
Laboratory Coordinator	W&S	Exempt	E090	Trades and Operations	\$66,880	\$96,976
Laborer-Water & Sewer	W&S	Nonexempt	N030	Trades and Operations	\$18.15	\$26.32
Landscape Architect III	CD	Exempt	E120	Professional	\$89,017	\$129,075
Lead & Copper Specialist	W&S	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Lead Budget Analyst	FIN	Exempt	E130	Management	\$97,919	\$141,982
Lead Housing Specialist	HHS	Exempt	E080	Management	\$60,800	\$88,160
Lead Meter Services Technician	W&S	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Plant Operator D	W&S	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Leave & Volunteer Coordinator	HR	Exempt	E080	Support	\$29	\$42
Legal Assistant	CAO	Nonexempt	N060	Support	\$32.15	\$46.62
Lift Station Technician	W&S	Nonexempt	N060	Trades and Operations	\$35.37	\$51.29
Liquor Licensing Enforcement Technician	GPD	Nonexempt	N070	Trades and Operations	\$38.91	\$56.41
Maintenance Mechanic I	Citywide	Nonexempt	N050	Trades and Operations	\$21.96	\$31.84
Maintenance Mechanic II	Citywide	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Maintenance Mechanic III	Citywide	Nonexempt	N080	Trades and Operations	\$29.23	\$42.38
Maintenance Mechanic IV	Citywide	Nonexempt	N090	Trades and Operations	\$32.15	\$46.62
Maintenance Service Attendant	PW	Nonexempt	N030	Trades and Operations	\$18.15	\$26.32
Maintenance Technician I	Citywide	Nonexempt	N040	Trades and Operations	\$19.97	\$28.95
Manager Talent Development	HR	Exempt	E130	Management	\$97,919	\$141,982
Managing Director	CMO	Exempt	E190	Senior Management	\$173,469	\$251,531
Marketing Coordinator	CPRD	Nonexempt	N060	Professional	\$24.16	\$35.03
Marketing Sponsorship Coordinator	CPRD	Nonexempt	N070	Professional	\$26.57	\$38.53
Mechanical Controls Technician	PW	Nonexempt	N090	Trades and Operations	\$32.15	\$46.62
Mechanic-Golf	CPRD	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Meter Services Technician	W&S	Nonexempt	N050	Trades and Operations	\$21.96	\$31.84
Mobile Integrated Healthcare Program Manager	GFD	Nonexempt	N100	Management	\$35.37	\$51.29
Mobility Coordinator	PW	Exempt	E090	Management	\$66,880	\$96,976
Mobility Manager	PW	Exempt	E130	Management	\$97,919	\$141,982
Multimedia Producer & Designer	C&E	Exempt	E090	Professional	\$66,880	\$96,976
Municipal Records Management Team Lead	CCO	Exempt	E080	Professional	\$60,800	\$88,160
Museum Aide I	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Museum Aide II	CPRD	Nonexempt	N020	Support	\$16.50	\$23.93
Museum Curator	CPRD	Exempt	E080	Professional	\$60,800	\$88,160
Museum Manager	CPRD	Exempt	E100	Management	\$73,568	\$106,674
Museum Volunteer Coordinator	CPRD	Nonexempt	N020	Support	\$16.50	\$23.93
Natural Areas & Trails Crew Supervisor	CPRD	Nonexempt	N090	Management	\$32.15	\$46.62
Natural Areas & Trails Division Manager	CPRD	Exempt	E130	Management	\$97,919	\$141,982
Natural Areas & Trails Technician I	CPRD	Nonexempt	N040	Trades and Operations	\$19.97	\$28.95
Natural Areas & Trails Technician II	CPRD	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Network Administrator I	IT	Exempt	E080	Professional	\$60,800	\$88,160
Network Administrator II	IT	Exempt	E100	Professional	\$73,568	\$106,674
Office Manager	Citywide	Exempt	E080	Management	\$60,800	\$88,160
Open Range Job	Citywide	Nonexempt	PG00	N/A	\$14.81	\$168.27
Operations Specialist	HHS	Nonexempt	N070	Support	\$26.57	\$38.53
Outreach Team Supervisor	HHS	Exempt	E100	Management	\$73,568	\$106,674

Appendix A

Job Title	Department(s)	FLSA Status	Paygrade	Family	Min	Max
Paralegal	CAO	Nonexempt	N070	Support	\$26.57	\$38.53
Parking Ambassador	PW	Nonexempt	N040	Trades and Operations	\$19.97	\$28.95
Parks & Forestry Division Manager	CPRD	Exempt	E130	Management	\$97,919	\$141,982
Parks Crew Supervisor	CPRD	Nonexempt	N090	Management	\$32.15	\$46.62
Parks Maintenance Technician I	CPRD	Nonexempt	N040	Trades and Operations	\$19.97	\$28.95
Parks Maintenance Technician II	CPRD	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Parks Manager	CPRD	Exempt	E090	Management	\$66,880	\$96,976
Parks Planner	CPRD	Exempt	E090	Professional	\$66,880	\$96,976
Partner and Customer Services Operations Superv	PW	Nonexempt	N100	Management	\$35.37	\$51.29
Payroll Accountant	FIN	Nonexempt	E080	Professional	\$60,799.97	\$88,159.96
Payroll Administrator	FIN	Exempt	E070	Professional	\$55,273	\$80,145
Payroll Manager	FIN	Exempt	E120	Management	\$89,017	\$129,075
Payroll Specialist	FIN	Nonexempt	N070	Support	\$26.57	\$38.53
PC Specialist	IT	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
PC Technician	IT	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Peer Specialist	HHS	Exempt	E090	Professional	\$66,880	\$96,976
Performance & Data Analytics Director	P&DA	Exempt	E160	Senior Management	\$130,330	\$188,979
Personal Trainer	CPRD	Nonexempt	N040	Support	\$19.97	\$28.95
Photo Enforcement Technician	GPD	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Planner I	CD	Nonexempt	N070	Professional	\$26.57	\$38.53
Planner II	CD	Exempt	E090	Professional	\$66,880	\$96,976
Planner III	CD	Exempt	E120	Professional	\$89,017	\$129,075
Planning Division Manager	CPRD	Exempt	E130	Management	\$97,919	\$141,982
Planning Supervisor	CD	Exempt	E130	Management	\$97,919	\$141,982
Planning Technician	CD	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Plans Examiner	Citywide	Exempt	E100	Professional	\$73,568	\$106,674
Plant Operator C	W&S	Nonexempt	N080	Trades and Operations	\$29.23	\$42.38
Plant Operator B	W&S	Nonexempt	N090	Trades and Operations	\$32.15	\$46.62
Plant Operator A	W&S	Nonexempt	N100	Trades and Operations	\$35.37	\$51.29
Lead Plant Operator	W&S	Nonexempt	N120	Trades and Operations	\$42.80	\$62.06
Police Cadet	GPD	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Police Chief	GPD	Exempt	E190	Senior Management	\$173,469	\$251,531
Police Commander	GPD	Exempt	E160	Management	\$130,330	\$188,979
Police Records Manager	GPD	Exempt	E110	Management	\$80,925	\$117,341
Police Records Specialist	GPD	Nonexempt	N050	Support	\$21.96	\$31.84
Police Records Supervisor	GPD	Nonexempt	N080	Management	\$29.23	\$42.38
Police Services Technician	CPRD	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Pool Manager	CPRD	Nonexempt	N030	Support	\$18.15	\$26.32
Pool Technician I	CPRD	Nonexempt	N050	Trades and Operations	\$21.96	\$31.84
Pool Technician II	CPRD	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Position Control Coordinator	HR	Exempt	E090	Professional	\$66,880	\$96,976
Project Specialist	CMO	Nonexempt	N020	Professional	\$16.50	\$23.93
Principal Planner	CD	Exempt	E130	Management	\$97,919	\$141,982
Probation Officer	Muni Court	Exempt	E060	Trades and Operations	\$50,248	\$72,859
Procurement Manager	FIN	Exempt	E140	Management	\$107,711	\$156,181
Program Lead I	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Program Lead II	CPRD	Nonexempt	N020	Support	\$16.50	\$23.93
Programmer Analyst	IT	Exempt	E100	Professional	\$73,568	\$106,674
Project Coordinator	W&S	Nonexempt	N080	Trades and Operations	\$29.23	\$42.38
Project Manager I	Citywide	Exempt	E090	Professional	\$66,880	\$96,976
Project Manager II	Citywide	Exempt	E110	Professional	\$80,925	\$117,341
Project Manager III	Citywide	Exempt	E140	Professional	\$107,711	\$156,181
Property Evidence Supervisor	GPD	Nonexempt	N070	Management	\$26.57	\$38.53
Property Evidence Technician	GPD	Nonexempt	N050	Support	\$21.96	\$31.84

Appendix A

Job Title	Department(s)	FLSA Status	Paygrade	Family	Min	Max
Public Art Coordinator	CPRD	Exempt	E080	Professional	\$60,800	\$88,160
Public Engagement Manager	C&E	Exempt	E120	Management	\$89,017	\$129,075
Public Information Officer	GPD	Exempt	E100	Professional	\$73,568	\$106,674
Public Safety Technical Services Manager	IT	Exempt	E120	Management	\$89,017	\$129,075
Rapid Rehousing Team Supervisor	HHS	Exempt	E100	Management	\$73,568	\$106,674
Rates & Budget Analyst	FIN	Exempt	E110	Professional	\$80,925	\$117,341
Raw Water Operations Supervisor	W&S	Nonexempt	N100	Management	\$35.37	\$51.29
Raw Water Operations Technician	W&S	Nonexempt	N050	Trades and Operations	\$21.96	\$31.84
Real Estate Manager	EDUR	Exempt	E160	Management	\$130,330	\$188,979
Real Estate Specialist	EDUR	Exempt	E100	Trades and Operations	\$73,568	\$106,674
Real Estate Technician	EDUR	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Real Time Information Center Technician II	GPD	Nonexempt	N080	Trades and Operations	\$29.23	\$42.38
Recreation Coordinator II	CPRD	Nonexempt	N060	Management	\$24.16	\$35.03
Recreation Division Manager	CPRD	Exempt	E130	Management	\$97,919	\$141,982
Recreation Facility Manager	CPRD	Exempt	E120	Management	\$89,017	\$129,075
Recreation Manager	CPRD	Exempt	E120	Management	\$89,017	\$129,075
Recreation Program Lead	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Recreation Supervisor	CPRD	Exempt	E090	Management	\$66,880	\$96,976
Reservoirs Supervisor	W&S	Exempt	E130	Management	\$97,919	\$141,982
Restoration Specialist	CPRD	Exempt	E070	Professional	\$55,273	\$80,145
Revenue & Business License Manager	FIN	Exempt	E120	Management	\$89,017	\$129,075
Risk & Safety Business Partner I	HR	Exempt	E100	Professional	\$73,568	\$106,674
Risk & Safety Business Partner II	HR	Exempt	E110	Professional	\$80,925	\$117,341
Risk & Safety Business Partner III	HR	Exempt	E120	Professional	\$89,017	\$129,075
Risk & Safety Manager	HR	Exempt	E130	Management	\$97,919	\$141,982
Sales Tax Auditor	FIN	Exempt	E080	Professional	\$60,800	\$88,160
Sales Tax Technician I	FIN	Nonexempt	N040	Support	\$19.97	\$28.95
Sales Tax Technician II	FIN	Nonexempt	N050	Support	\$21.96	\$31.84
Sales Tax Technician III	FIN	Exempt	E060	Support	\$50,248	\$72,859
School Crossing Guard	GPD	Nonexempt	N010	Support	\$15.16	\$21.75
Senior Assistant City Clerk	CCO	Exempt	E070	Professional	\$55,273	\$80,145
Senior Attorney	CAO	Exempt	E160	Professional	\$130,330	\$188,979
Senior Code Compliance Manager	CD	Exempt	E120	Management	\$89,017	\$129,075
Senior Construction Supervisor	CD	Exempt	E110	Management	\$80,925	\$117,341
Senior Environmental & Water Resources Attorney	CAO	Exempt	E180	Professional	\$157,699	\$228,664
Senior Museum Aide	CPRD	Nonexempt	N020	Support	\$16.50	\$23.93
Senior Network Administrator	IT	Exempt	E120	Professional	\$89,017	\$129,075
Senior Paralegal	CAO	Exempt	E100	Support	\$73,568	\$106,674
Senior Plans Examiner	Citywide	Exempt	E110	Professional	\$80,925	\$117,341
Senior Probation Officer	Muni Court	Exempt	E100	Trades and Operations	\$73,568	\$106,674
Senior Public Art Technician	CPRD	Nonexempt	N040	Trades and Operations	\$19.97	\$28.95
Senior Service Desk Technician	IT	Exempt	E090	Professional	\$66,880	\$96,976
Senior Stage Manager	CPRD	Nonexempt	N050	Trades and Operations	\$21.96	\$31.84
Senior Strategic Advisor	CMO	Exempt	E210	Senior Management	\$209,898	\$304,352
Senior Systems Administrator	IT	Exempt	E120	Professional	\$89,017	\$129,075
Senior Theater Technician	CPRD	Nonexempt	N020	Support	\$16.50	\$23.93
Senior Ticket Clerk	CPRD	Nonexempt	N020	Support	\$16.50	\$23.93
Senior Traffic Signal Technician	PW	Nonexempt	N090	Trades and Operations	\$32.15	\$46.62
Senior Urban Transportation Planner	PW	Exempt	E130	Management	\$97,919	\$141,982
Shop Assistant	PW	Nonexempt	N010	Trades and Operations	\$15.16	\$21.75
Signs & Markings Supervisor	PW	Exempt	E080	Management	\$60,800	\$88,160
Signs & Markings Technician	PW	Nonexempt	N050	Trades and Operations	\$21.96	\$31.84
Skate Guard	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Source Water Supply Manager	W&S	Exempt	E120	Management	\$89,017	\$129,075

Appendix A

Job Title	Department(s)	FLSA Status	Paygrade	Family	Min	Max
Special Events Manager	CPRD	Exempt	E100	Management	\$73,568	\$106,674
Splash Park Attendant	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Stormwater Manager	PW	Exempt	E140	Management	\$107,711	\$156,181
Stormwater Quality Administrator	PW	Exempt	E110	Professional	\$80,925	\$117,341
Supervising Senior Attorney	CAO	Exempt	E180	Management	\$157,699	\$228,664
Supervising Senior Environmental & Water Attorne	CAO	Exempt	E180	Management	\$157,699	\$228,664
Swim Instructor	CPRD	Nonexempt	N020	Support	\$16.50	\$23.93
Systems Administrator I	IT	Exempt	E090	Professional	\$66,880	\$96,976
Systems Administrator II	IT	Exempt	E110	Professional	\$80,925	\$117,341
T&D Maintenance Team Manager	W&S	Exempt	E120	Management	\$89,017	\$129,075
T&D Operations Team Manager	W&S	Exempt	E120	Management	\$89,017	\$129,075
Talent Acquisition Operations Lead	HR	Exempt	E100	Management	\$73,568	\$106,674
Talent Acquisition Partner I	HR	Exempt	E090	Professional	\$66,880	\$96,976
Talent Acquisition Partner II	HR	Exempt	E100	Professional	\$73,568	\$106,674
Talent Acquisition Partner III	HR	Exempt	E110	Professional	\$80,925	\$117,341
Technical Services Coordinator	CPRD	Exempt	E090	Professional	\$66,880	\$96,976
Telecom Administrator	IT	Exempt	E110	Professional	\$80,925	\$117,341
Television & Video Production Specialist	C&E	Exempt	E080	Trades and Operations	\$60,800	\$88,160
Theater Technician I	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Theater Technician II	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Ticket Clerk	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Traffic Engineer	PW	Exempt	E130	Professional	\$97,919	\$141,982
Traffic Operations Supervisor	PW	Exempt	E100	Management	\$73,568	\$106,674
Traffic Signal Supervisor	PW	Nonexempt	N090	Management	\$32.15	\$46.62
Traffic Signal Technician I	PW	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Traffic Signal Technician II	PW	Nonexempt	N080	Trades and Operations	\$29.23	\$42.38
Training Coordinator	Citywide	Nonexempt	N070	Support	\$26.57	\$38.53
Transit Specialist	PW	Exempt	E070	Professional	\$55,273	\$80,145
Transportation Dispatcher	PW	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Transportation Planner I	PW	Exempt	E090	Professional	\$66,880	\$96,976
Transportation Planner II	PW	Exempt	E110	Professional	\$80,925	\$117,341
UCCC Event Coordinator	CPRD	Exempt	E060	Professional	\$50,248	\$72,859
UCCC Manager	CPRD	Exempt	E100	Management	\$73,568	\$106,674
Utility Billing Manager	W&S	Exempt	E100	Management	\$73,568	\$106,674
Utility Billing Supervisor	W&S	Exempt	E090	Management	\$66,880	\$96,976
Utility Coordinator	PW	Exempt	E080	Professional	\$60,800	\$88,160
Utility Finance Manager	PW	Exempt	E130	Management	\$97,919	\$141,982
Utility Locator	Citywide	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Utility Locator Supervisor	Citywide	Nonexempt	N070	Management	\$26.57	\$38.53
Utility Systems Analyst I	W&S	Exempt	E090	Professional	\$66,880	\$96,976
Utility Systems Analyst II	W&S	Exempt	E100	Professional	\$73,568	\$106,674
Venue Sales And Promotion Coordinator	CPRD	Nonexempt	N070	Professional	\$26.57	\$38.53
Victim Advocate Specialist	GPD	Nonexempt	N070	Professional	\$26.57	\$38.53
Victim Services Coordinator	GPD	Nonexempt	N100	Management	\$35.37	\$51.29
Wastewater Collections Superintendent	W&S	Exempt	E140	Management	\$107,711	\$156,181
Wastewater Laboratory Supervisor	W&S	Exempt	E100	Management	\$73,568	\$106,674
Wastewater Maintenance Supervisor	W&S	Exempt	E110	Management	\$80,925	\$117,341
Wastewater Technical Services Manager	W&S	Exempt	E120	Management	\$89,017	\$129,075
Wastewater Treatment Superintendent	W&S	Exempt	E140	Management	\$107,711	\$156,181
Water Conservation Coordinator	W&S	Exempt	E100	Professional	\$73,568	\$106,674
Water Conservation Manager	W&S	Exempt	E130	Management	\$97,919	\$141,982
Water Conservation Specialist I	W&S	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Water Conservation Specialist II	W&S	Exempt	E070	Trades and Operations	\$55,273	\$80,145
Water Efficiency Resource Coordinator	W&S	Exempt	E070	Professional	\$55,273	\$80,145

Appendix A

Job Title	Department(s)	FLSA Status	Paygrade	Family	Min	Max
Water Enterprise Financial Analyst	W&S	Exempt	E080	Professional	\$60,800	\$88,160
Water Instrument Technician	W&S	Nonexempt	N100	Trades and Operations	\$35.37	\$51.29
Water Inventory Coordinator	W&S	Nonexempt	N070	Support	\$26.57	\$38.53
Water Quality & Regulatory Compliance Manager I Citywide		Exempt	E100	Management	\$73,568	\$106,674
Water Quality & Regulatory Compliance Manager II Citywide		Exempt	E130	Management	\$97,919	\$141,982
Water Quality Analyst	W&S	Nonexempt	N080	Professional	\$29.23	\$42.38
Water Quality Technician II	W&S	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Water Resource Administrator I	W&S	Exempt	E090	Professional	\$66,880	\$96,976
Water Resource Administrator II	W&S	Exempt	E100	Professional	\$73,568	\$106,674
Water Resource Administrator III	W&S	Exempt	E110	Professional	\$80,925	\$117,341
Water Resource Engineer IV	W&S	Exempt	E150	Professional	\$118,482	\$171,799
Water Resource Operations Manager	W&S	Exempt	E130	Management	\$97,919	\$141,982
Water Resource Planning Manager	W&S	Exempt	E130	Management	\$97,919	\$141,982
Water Supply Technician	W&S	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Water Systems Technician I	W&S	Nonexempt	N050	Trades and Operations	\$21.96	\$31.84
Water Systems Technician II	W&S	Nonexempt	N060	Trades and Operations	\$24.16	\$35.03
Water Systems Technician III	W&S	Nonexempt	N070	Trades and Operations	\$26.57	\$38.53
Water Systems Technician IV	W&S	Nonexempt	N080	Trades and Operations	\$29.23	\$42.38
Water Transmission & Distribution Superintendent	W&S	Exempt	E160	Management	\$130,330	\$188,979
Water Treatment Manager	W&S	Exempt	E140	Management	\$107,711	\$156,181
Water Treatment Plant Superintendent	W&S	Exempt	E140	Management	\$107,711	\$156,181
Web Administrator	C&E	Exempt	E100	Professional	\$73,568	\$106,674
Wellness Coordinator	HR	Exempt	E110	Professional	\$80,925	\$117,341
Workers' Compensation Program Manager	HR	Exempt	E090	Professional	\$66,880	\$96,976
Workforce Development Manager	EDUR	Exempt	E140	Management	\$107,711	\$156,181
Youth Instructor	CPRD	Nonexempt	N020	Support	\$16.50	\$23.93
Youth Service Specialist	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Youth Sports Official I	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Youth Sports Official II	CPRD	Nonexempt	N020	Support	\$16.50	\$23.93
Youth Sports Official III	CPRD	Nonexempt	N030	Support	\$18.15	\$26.32
Youth Sports Scorekeeper	CPRD	Nonexempt	N010	Support	\$15.16	\$21.75
Youth Sports Supervisor	CPRD	Nonexempt	N020	Support	\$16.50	\$23.93



Item 19: Council Agenda Summary

Title:

Pulled Consent Agenda Items

Summary:

Pulled Consent Agenda items will be considered in the order they appeared on the consent agenda.



Council Agenda Summary

Item: 20.

October 7, 2025

Key Staff Contact: Nathan Mosley, Budget and Policy Director

Title:

Public Hearing, introduction and first reading of an ordinance adopting the Budget for 2026

Summary:

This ordinance authorizes the appropriations for the fiscal year 2026 (January 1, 2026, through December 31, 2026).

The City Manager's recommended 2026 budget was presented during the September 9, 2025 City Council Work Session for discussion and review. This meeting (Oct 7) is the first public hearing for the proposed 2026 budget. The City Council may adjust or remove any of the 2026 budget items prior to adoption on October 21, 2025.

To access the 2026 Budget Book please use this link: [2026 City Manager's Recommended Budget](#).

Fiscal Impact:

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

Yes

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

\$565,732,180

If yes, what source and fund will be used?

All Sources

Are there any long-term financial impacts?

Yes

Is there grant funding for this item?

Yes

Does this action have potential long-term fiscal implications?

Yes

Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

1. City staff presentation
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

Strategic Focus Area:

Business Growth
Community Vitality
High-Performance Government
Housing For All
Infrastructure and Mobility
Quality of Life
Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for October 21, 2025

Attachments:

1. Ordinance No. 36, 2025
2. Citizen Budget Advisory Committee (CBAC) Memo
3. Item 20 - Presentation

CITY OF GREELEY, COLORADO
ORDINANCE NO. 37, 2025

**AN ORDINANCE ADOPTING THE BUDGET FOR 2026 AND MAKING APPROPRIATIONS
FOR 2026**

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 21, 2025, 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 2026 (January 1, 2026 to December 31, 2026) 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 2026, 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 2026:

Section 3. There are hereby appropriated from the General Fund for fiscal year 2026 the following amounts:

Fund Description	Amount	Transfers	Total
General (100)	147,582,065	22,536,619	170,118,684

Section 4. There are hereby appropriated from the Special Revenue Funds for fiscal year 2026 the following amounts:

Fund Description	Amount	Transfers	Total
Convention & Visitors (102)	275,597	693,825	969,422
Community Development (103)	7,424,044	-	7,424,044
Streets & Roads (104)	15,849,451	-	15,849,451
Conservation Trust (105)	250	1,992,287	1,992,537
Housing (109)	1,129,809	-	1,129,809
Conference Center Development (110)	1,077,869	-	1,077,869
Downtown Development Authority TIF (111)	514,273	324,804	839,077
Equitable Sharing (113)	-	163,000	163,000
Transit (114)	10,196,146	-	10,196,146
Homelessness (115)	4,864,757	-	4,864,757
Designated Revenue (120)	288,702	-	288,702
Public Safety (121)	5,421,870	949,906	6,371,776
Grants (170)	1,410,896	-	1,410,896

Section 5. There are hereby appropriated from the Debt Service Funds for fiscal year 2026 the following amounts:

Fund Description	Amount	Transfers	Total
General Debt Service (200)	3,135,406	-	3,135,406

Section 6. There are hereby appropriated from the Capital Projects Funds for fiscal year 2026 the following amounts:

Fund Description	Amount	Transfers	Total
Public Improvement (300)	2,794,222	7,289,250	10,083,472
Public Art (303)	1,143,606	-	1,143,606
Food Tax (304)	12,300,828	25,273	12,326,101
Quality of Life/Imagine Greeley (318)	9,106,912	5,057,471	14,164,383
Keep Greeley Moving (321)	17,324,422	-	17,324,422
MERGE (323)	9,774,900	-	9,774,900
Development Funds (330)	12,804,162	44,100	12,848,262

Section 7. There are hereby appropriated from the Permanent Funds for fiscal year 2026 the following amounts:

Fund Description	Amount	Transfers	Total
Cemetery Endowment (601)	1,000	-	1,000
Petriken Memorial (603)	10	-	10
Memorials (605)	38,419	32,800	71,219

Section 8. There are hereby appropriated from the Enterprise Funds for fiscal year 2026 the following amounts:

Fund Description	Amount	Transfers	Total
Cemetery (400)	898,382	-	898,382
Municipal Golf Courses (401)	3,001,290	-	3,001,290
Downtown Parking (402)	392,378	-	392,378
Sewer (410)	19,491,919	8,424,386	27,916,305
Water (420)	104,892,229	9,412,533	114,304,762
Stormwater (430)	57,991,967	1,396,098	59,388,065

Section 9. There are hereby appropriated from the Internal Service Funds for fiscal year 2026 the following amounts:

Fund Description	Amount	Transfers	Total
Health (500)	25,878,510	-	25,878,510
Workers' Compensation (501)	1,217,012	-	1,217,012
Liability (502)	4,409,808	-	4,409,808
Equipment & Fleet (510)	10,233,213	-	10,233,213
Information Technology (520)	14,523,504	-	14,523,504

Section 10. The appropriation made by this ordinance includes \$507,389,828 for expenditures and \$58,342,352 for transfers resulting in a total of \$565,732,180.

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 ON THIS ____ DAY OF _____, 2025.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



MEMORANDUM

To: Mayor John Gates, City Council and City Manager Raymond C. Lee III

From: Barry Eastman, on behalf of the Citizen Budget Advisory Committee (CBAC)

Date: October 7, 2025

Subject: 2026 Budget Review and Recommendations

Background: The Citizen Budget Advisory Committee reviews the City Manager's Proposed Budget annually and provides their recommendations to the city council. After continued meetings with department directors and gaining insight into the existing services and challenges, as well as conducting a thorough review of the proposed budget, they recommend no changes be made to the 2026 Budget. They are aware of the structural gap and have priorities they wish to relay to city council for the upcoming 2027 budget determinations.

Committee Discussion: At the September CBAC meeting, much discourse was had regarding items they would like to see prioritized as the budget for 2027 is constructed.

The committee stressed the importance of solving the financial gap in resources and expenditures and have asked that identifying a solution be made a top priority. They wish to see a commitment to a plan that works toward balancing the budget.

CBAC has also expressed concern that a budget deficit could result in less funding being available for public safety initiatives. They are fully supportive in expanding existing law enforcement and first responder initiatives such as the Real Time Information Center and use of drones as first responders.

The Public Safety Tax continues to be presented as an option to fund public safety programs and services. CBAC has maintained its stance that the public should not be subjected to an additional tax to ensure public safety and has recommended that sufficient funding for Fire and Law Enforcement be identified within the City's existing resources.

Recommendation: CBAC recommends an examination of areas within the existing budget where funding could be applied to strengthen the services provided by the Fire and Police Departments. The committee also wishes to see the budget gap solved by maximizing the efficiency of existing public dollars without utilizing additional taxes. The motion to provide these recommendations was passed with overwhelming support on September 24th, 2025.

2026 Budget Ordinance

Nathan Mosley, Budget & Policy Director
City Council Meeting - October 7, 2025



Agenda



- Purpose: Introduce the Ordinance, 1st Reading & Public Hearing
- Budget Process Review
- Budget Highlights
- Capital Improvement Program
- Recommendation
- Next Steps

Key Council Dates: 2026 Budget Process



Budget Planning for 2026

**Economic
Conditions**

Sales Tax

Increased Expenses

**Priority: Annual
Increases**

**Priority: One-Time
Positions Through
2026**

= Budget Gap

Budget Highlights for 2026



Addressing the Gap (\$21M)

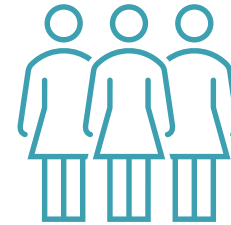
- \$11M, 2024 Carryover
- \$3M Realignment Work
- \$7M 301 Transfers

Expenditures based on sustainment of current service levels



Expenditure highlights

- New Hwy 34 Regional Bus Route Operations
- Psychological Health Services for First Responders
- Continuation of Clean, Safe, Beautiful Initiative
- Continuation of Homeless Shelter Operations

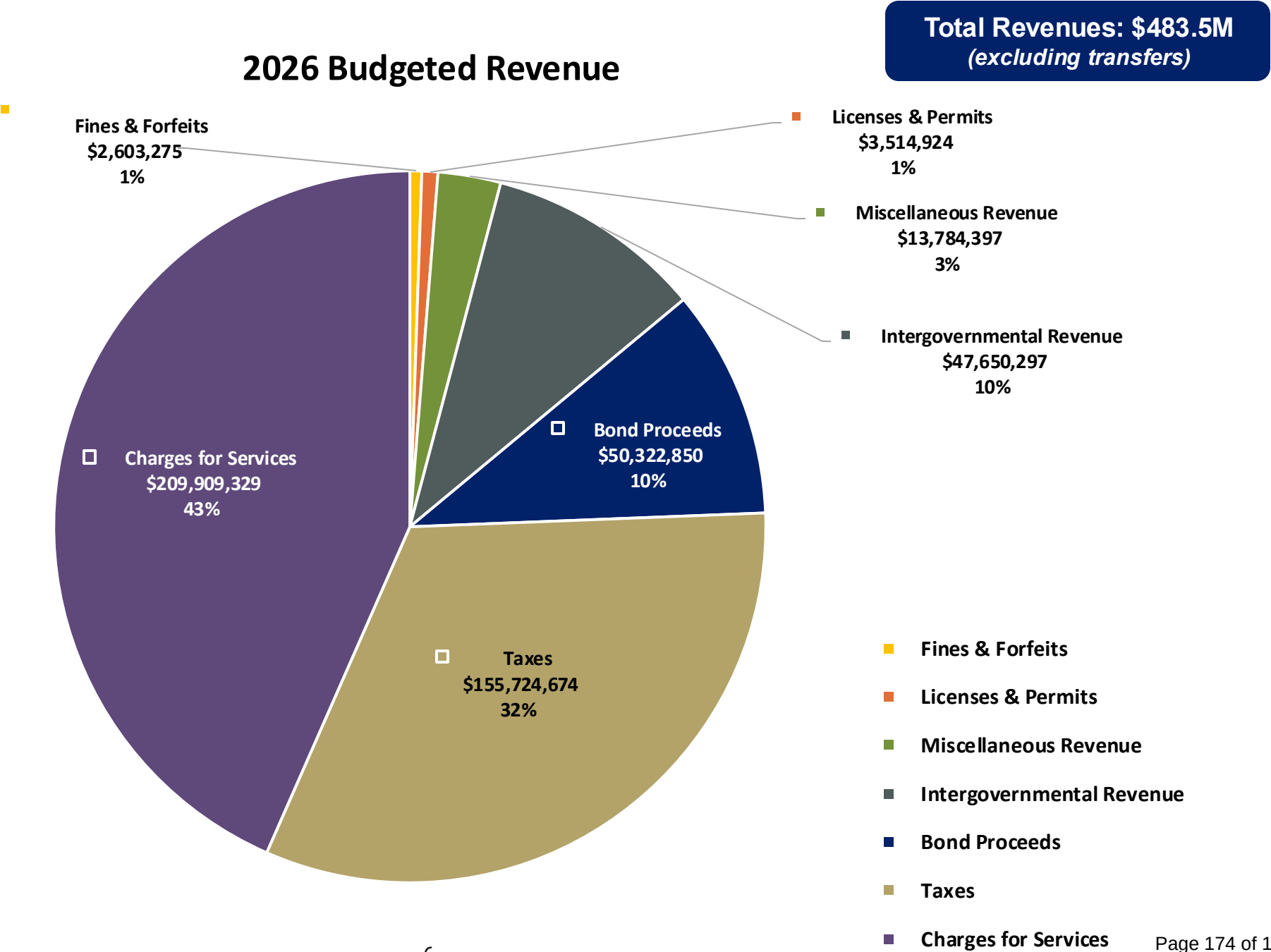


1,260 FTE recommended, including 17 net new positions (most non-general fund)

Use of one-time funding to extend 2025 term-limited positions an additional year

2026 Revenue Budget

Budgeted Revenues

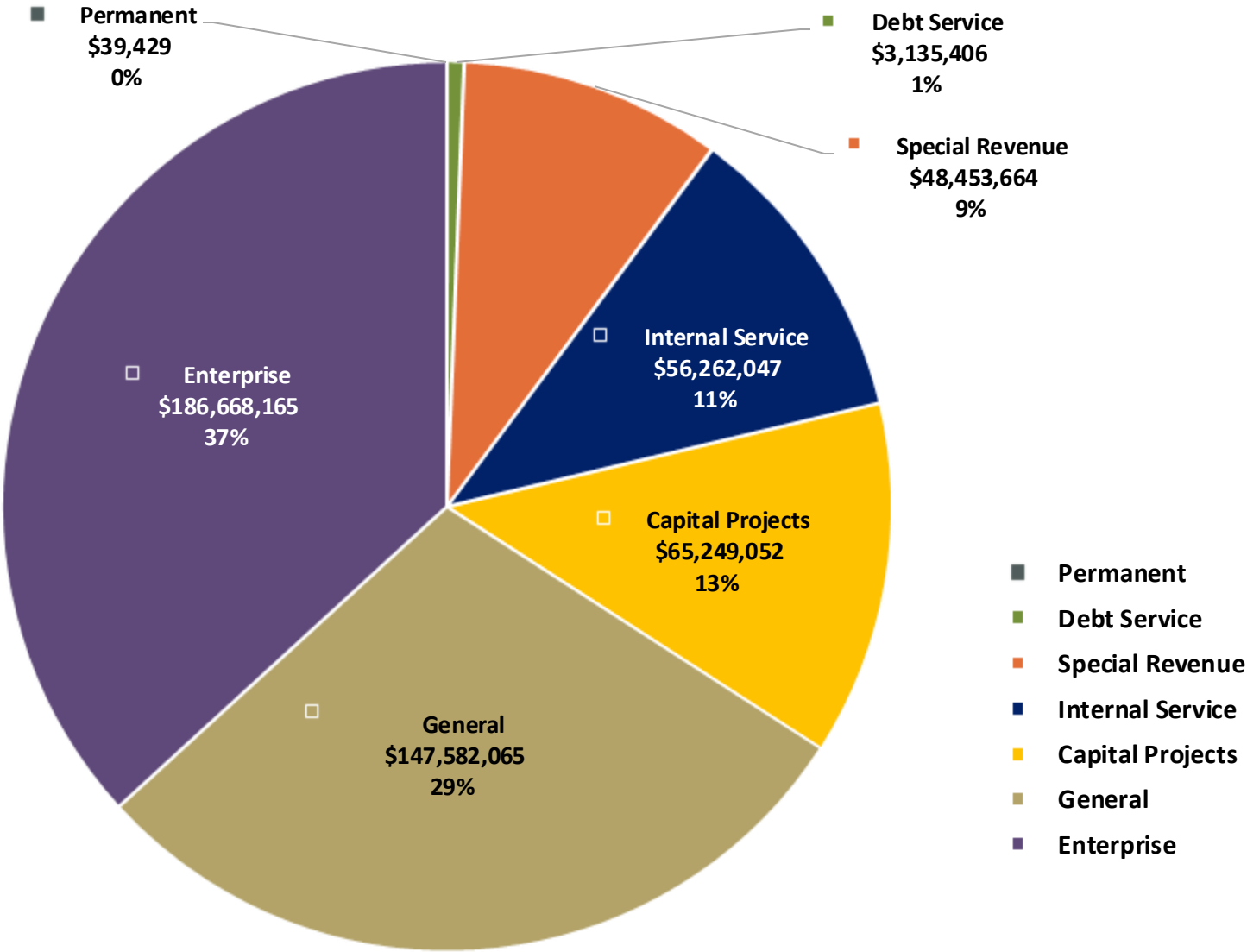


2026 Expenditure Budget

Budgeted Expenditures by Fund Type

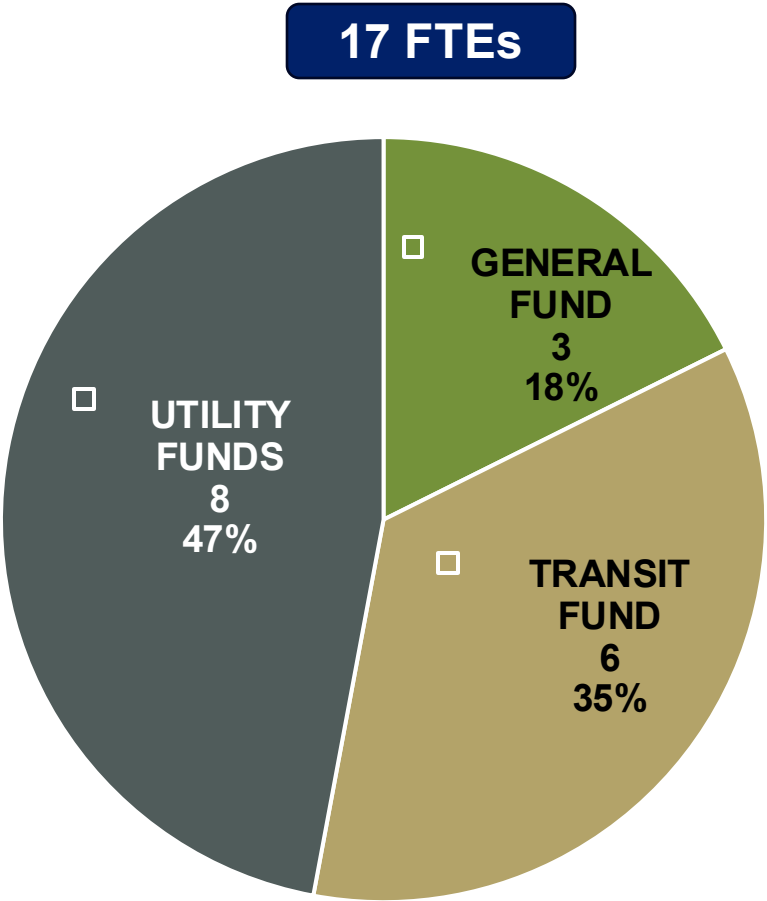
2026 Budgeted Expenditures by Fund Type

Total Expenditures: \$507.4M
(excluding transfers)



2026 Budget Increase Request Full-Time Equivalent (FTE) Additions

Approved Budget Increase Positions by Funding Source

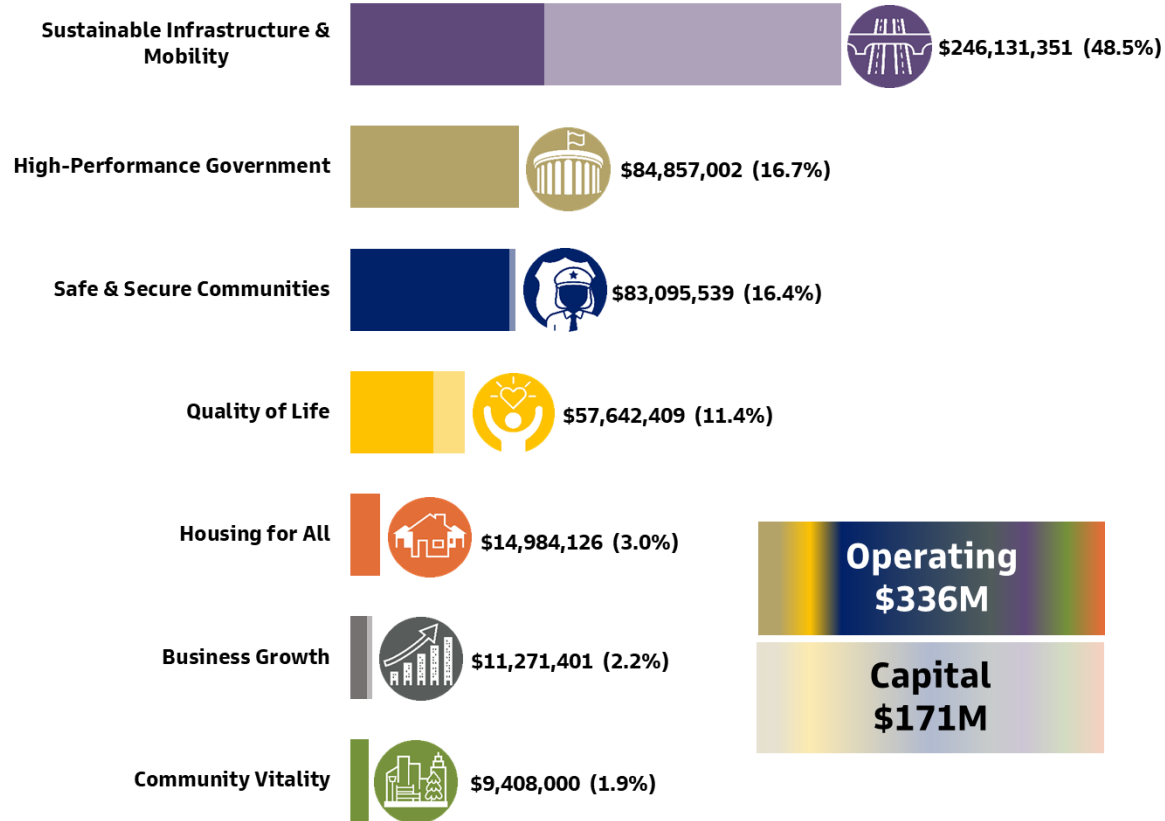


Summary

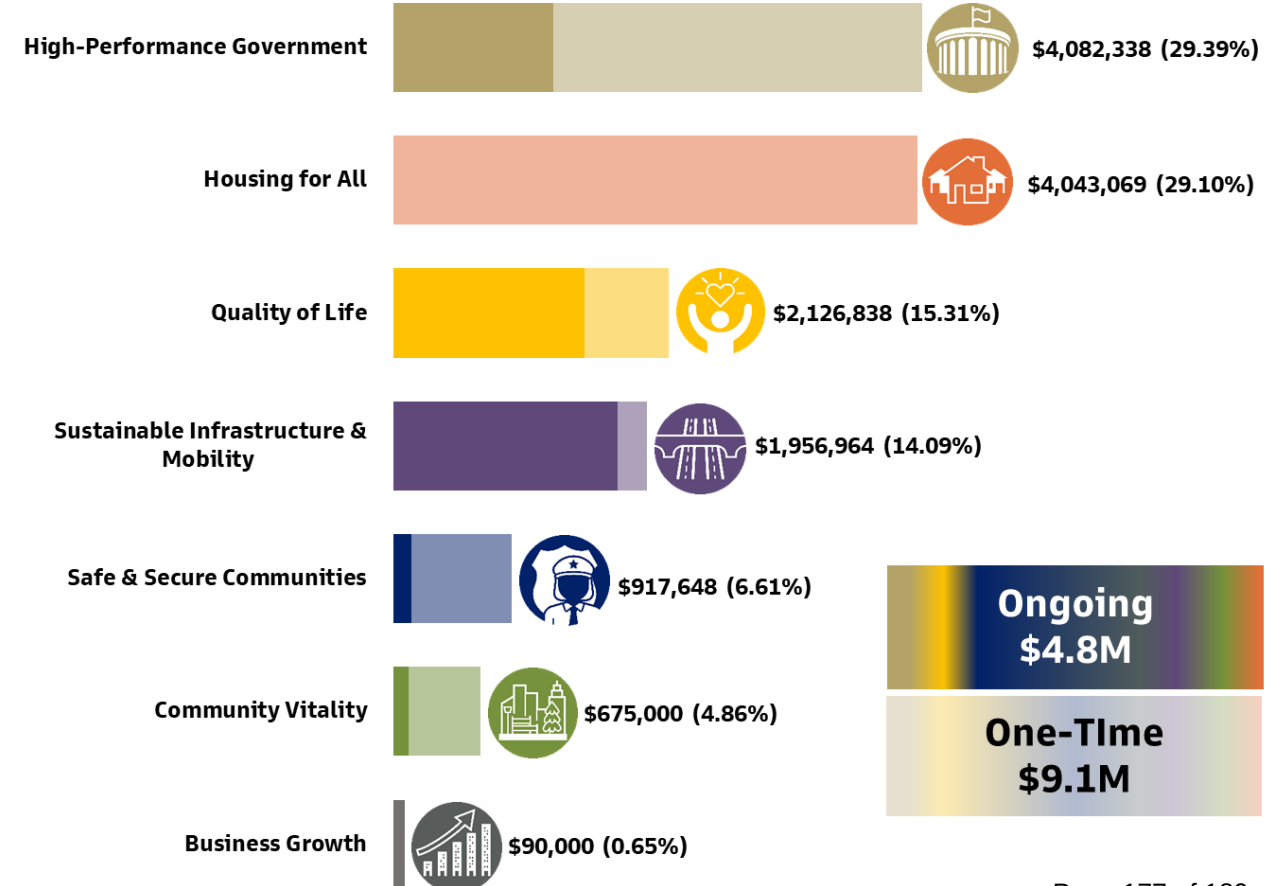
- 17 new positions were tied to 2026 Budget Increase Requests

Expenditures by Council Priority

Total Expenditures: \$507,389,828
(Excludes Transfers)



Budget Increases: \$13,891,857



2026 – 2030 Capital Improvement Plan (CIP)

Guiding Principles

Developed from Council's Prioritization Workshop, with additional focus on:

- Addressing known high-risk safety concerns
- Maintaining baseline funding for annual capital maintenance

Budget Document Structure

- Year 1 (2026) is formally appropriated in the budget
- Includes a 5-year project list for each capital fund (Years 1–5)
- Includes a list of unfunded projects. These are priority projects with unidentified funding. They may require special funding (e.g., grants, bonds, one-time revenues) due to high costs

Priority Projects

- MERGE
- West Greeley Project
- Downtown Civic Campus
- Downtown Stormwater
- Greeley Weld Airport
- Public Maintenance Campus
- Island Grove Master Plan
- Critical Asset Replacements

2026 CIP Expenditure Highlights

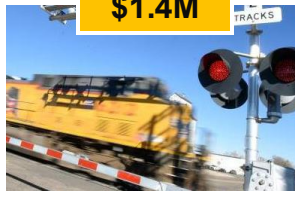
Quality of Life Fund

\$2M



Island Grove Chiller Replacement

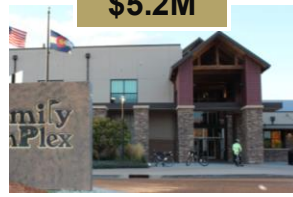
\$1.4M



Railway Quiet Zone Intersection

Food Tax

\$5.2M



Annual Capital Maintenance Annual Program

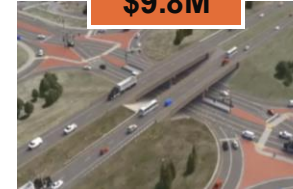
\$2.9M



**Greeley Weld Airport Road Dev.
Total Project: \$11M**

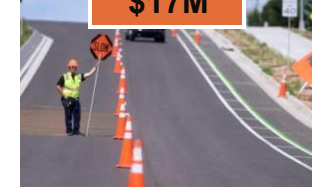
Transportation

\$9.8M



**MERGE Interchanges
Total Project: \$132M**

\$17M



**KGM Pavement and Concrete Rehab
Annual Program**

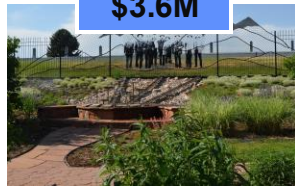
Water

\$10.5M



**Bellvue Gold Hill Pipeline
Total Project: \$20M**

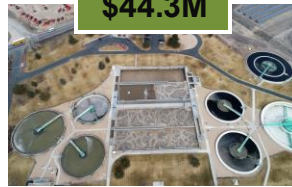
\$3.6M



**23rd Ave Reservoir Replacements
Total Project: \$15M**

Sewer

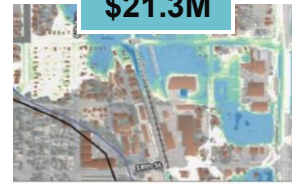
\$44.3M



**WTRF Primary Treatment PH 2
*Budgeted in 2025**

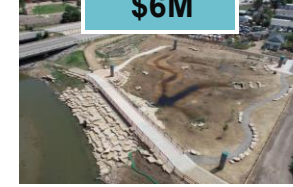
Stormwater

\$21.3M



**12th Street Outfall
Phase 1-4: \$55.8M**

\$6M



**7th Street Outfall
Phase 1-3: \$39.6M**

Parks

\$4.5M



New Calabaza Park

Recommendation and Next Steps

Recommendation: Introduce ordinance and schedule a public hearing and second reading of the proposed 2026 Budget for October 21, 2025

October 21

Public Hearing and Final Reading of the 2026 Budget

Final Additional Appropriation for 2025

Adoption of the 2026 Pay Plan

Thank you





Council Agenda Summary

October 7, 2025

Key Staff Contact: Kimberly Southern, Chief People Officer

Title:

Motion to go into Executive Session for the purpose of completing the Mid-Year performance review of the City Council Appointee - Municipal Judge Mark Gonzales

Summary:

An executive session is needed to enable the City Council to complete the mid-year performance review of the City Council appointee – Municipal Judge Mark Gonzales.

If Council concurs, a motion to adjourn to the Executive Sessions is needed.

Fiscal Impact:

N/A

Legal Issues:

N/A

Other issues and Considerations:

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

A motion to go into an Executive Session to discuss the following matter as provided under C.R.S. Section 24-6-402(4)(f) and Greeley Municipal Code Section 2.151(a)(6):
To discuss personnel reporting to the City Council.

Attachments:

None



Council Agenda Summary

October 7, 2025

Key Staff Contact: Kimberly Southern, Chief People Officer

Title:

Motion to go into Executive Session for the purpose of completing the Mid-Year performance review of the City Council Appointee - City Attorney Stacey Aurzada

Summary:

An executive session is needed to enable the City Council to complete the mid-year performance review of the City Council appointee – City Attorney Stacey Aurzada. If Council concurs, a motion to adjourn into these Executive Sessions is needed.

Fiscal Impact:

None

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

A motion to go into an Executive Session to discuss the following matter as provided under C.R.S. Section 24-6-402(4)(f) and Greeley Municipal Code Section 2.151(a)(6):

To discuss personnel reporting to the City Council.

Attachments:

None



Council Agenda Summary

Title:

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



Council Agenda Summary

Item: 24.

Title:

Scheduling of Meetings, Other Events

Summary:

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

Attachments:

Council Meetings and Other Events Calendar

Council Meeting and Work Session Schedule

Council Meetings and Other Events Calendars

October 5 – November 1, 2025

Tuesday, October 7, 2025

- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Monday, October 13, 2025

- Greeley/Weld Quarterly Breakfast 7 a.m. Epic Egg (3830 W 10th St C-1, Greeley, CO 80634)

Tuesday, October 14, 2025

- City Council Work Session Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Wednesday, October 15, 2025

- Water & Sewer Board Meeting 2 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Thursday, October 16, 2025

- District 6 Business Partner Appreciation Breakfast 7:30 a.m. Aims Community College Welcome Center (4901 W. 20th Street Greeley CO 80634)
- Downtown Development Authority 7:30 a.m. (802 9th Street, Greeley CO 80631)
- Airport Authority 3:30 p.m. Greeley-Weld Airport (600 Airport Road, Greeley CO 80631)

Tuesday, October 21, 2025

- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)
-

Monday, October 27, 2025

- Greeley Chamber of Commerce 11:30 a.m.

Tuesday, October 28, 2025

- City Council Work Session Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Wednesday, October 29, 2025

- Upstate Colorado Economic Development 7 a.m. Upstate Colorado Conference Room (822 7th Street Greeley CO 80631)

Thursday, October 30, 2025

- Science Night at Salida Del Sol Academy 5:30 p.m. Salida Del Sol Academy (111 E 26th Street, Greeley, CO 80631)
- 2025 Annual Town/County Dinner 6 p.m. Weld County Administration Building (1150 O Street Greeley CO 80631)

2025 Council Meeting/Work Session Agenda Items Schedule			
	9/30/2025 This schedule is subject to change		
October 07, 2025 Council Meeting	Proclamation - National Federation of the Blind Greeley Chapter Blind Awareness Day	Mayor	Consent
	Proclamation - Community Planning Month	Mayor	Consent
	Proclamation - Fire Safety Week	Mayor	Consent
	UNC Fall Update	UNC President Feinstein	Consent
	Minutes - September 2 RM; September 9 WS	Heidi Leatherwood	Consent
	Motion - appointment to Housing Authority Board	Jennifer Middleton	Consent
	Resolution - Reimbursement - Civic Campus	Allena Portis	Consent
	Intro & 1st Rdg Ord - Authorization of Eminent Domain for West Greeley Sewer System	Adam Prior/ Sean Chambers	Consent
	Intro & 1st Rdg Ord - Residential and Commercial West Greeley GID Participation	Brian McBroom	Consent
	Intro & 1st Rdg Ord - amending Title 2 Chater 4 City Code to require City Council authorization for any contract, agreement, or expenditure exceeding \$199,999.99	Allena Portis	Consent
October 14, 2025 City Council Work Session	Intro & 1st Rdg Ord - Final 2025 Appropriation	Nathan Mosley	Consent
	Intro & 1st Rdg Ord - Pay Plan	Martha Lanaghen	Consent
	Intro & 1st Rdg PH Ord - 2026 Budget	Nathan Mosley	Regular
	Executive Session - Municipal Judge Mid Year Review	Kimberly Southern	ES
	Executive Session - City Attorney Mid Year Review	Kimberly Southern	ES
	NFRMPO Coordinated Plan	Will Jones	WS
October 21, 2025 - 5:30 p.m. Commercial West Greeley GID Board Meeting	Initiative 3-2025 - Public Art Update	Kalen Myers/Diana Frick	WS
	Sponsorship Policy	Allena Portis/Nathan Mosley	WS
	Development Text Code Amendment for Accessory Dwellings	Caleb Jackson/Don Threewitt	WS
	Executive Session - City Manager Mid Year Review	Kimberly Southern	ES
October 21, 2025 - 5:45 p.m. Residential West Greeley GID Board Meeting	Minutes - September 2, 2025	Brian McBroom	Board
	Resolution - Debt and Financial Policy	Brian McBroom	Board
October 21, 2025 Council Meeting	Minutes - September 2, 2025	Brian McBroom	Board
	Resolution - Debt and Financial Policy	Brian McBroom	Board
October 21, 2025 Council Meeting	Proclamation - Wreaths Across America	Mayor	Consent
	Minutes - September 16 RM; September 23 WS	Heidi Leatherwood	Consent
	Motion - 2026 Council Meeting Schedule Approval	Heidi Leatherwood	Consent
	Resolution - Tax Levy Certification	Nathan Mosley	Consent
	PH & 2nd Rdg Ord - Authorization of Eminent Domain for West Greeley Sewer System	Adam Prior/ Sean Chambers	Regular
	PH & 2nd Rdg Ord - Residential and Commercial West Greeley GID Participation	Brian McBroom	Regular
	PH & 2nd Rdg Ord - Lake Bluff LID	Ryan Duve/Sean Chambers	Regular
	PH & 2nd Rdg Ord - amending Title 2 Chater 4 City Code to require City Council authorization for any contract, agreement, or expenditure exceeding \$199,999.99	Allena Portis	Regular
	PH & 2nd rdg Ord - Final 2025 Appropriation	Nathan Mosley	Regular
	PH & 2nd Rdg Ord - 2026 Budget	Nathan Mosley	Regular
	PH & 2nd Rdg Ord - Pay Plan	Martha Lanaghen	Regular
	B&C Appointments	Jennifer Middleton	Regular
October 28, 2025 City Council Work Session	Tree Canopy Plan	Diana Frick	WS
	Development Text Code Amendment for Affordable Housing (Hold)	Caleb Jackson/Don Threewitt	WS
	CAO Organizational Assessment (Tentative)	Stacey Aurzada	WS
	B&C Triennial Review	Jennifer Middleton	WS
November 04, 2025 Council Meeting	Cancelled - No Meeting- Election Day		
November 11, 2025 City Council Work Session	Cancelled -No Meeting- Veteran's Day		
November 18, 2025 Council Meeting	Minutes - October 7; October 21 RM; October 14 WS; October 28 WS	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Development Code Text Amendment for Accessory Dwellings	Caleb Jackson/Don Threewitt	Consent
	Intro & 1st Rdg Ord - Development Code Text Amendment for Annexations	Caleb Jackson/Don Threewitt	Consent
	Comprehensive Financial Policies	Allena Portis	Informational
	B&C Appointments	Jennifer Middleton	Regular
November 25, 2025 City Council Work Session	Cancelled- No Meeting -Thanksgiving Holiday		
December 02, 2025 Council Meeting	Minutes	Heidi Leatherwood	Consent
	Resolution - DDA Mill Levy	Nathan Mosley	Consent
	Intro & 1st Rdg Ord - Development Code Text Amendment for Affordable Housing	Caleb Jackson/Don Threewitt	Consent
	Intro & 1st Rdg Ord - Reauthorize Boards	Jennifer Middleton	Consent
	PH & 2nd Rdg Ord - Development Code Text Amendment for Accessory Dwellings	Caleb Jackson/Don Threewitt	Regular
	PH & 2nd Rdg Ord - Development Code Text Amendment for Annexations	Caleb Jackson/Don Threewitt	Regular
	Private Activity Bond Affordable Housing Program	Deb Callies	
	Greeley Housing Authority/High Plains Development Loan to Grant Conversions	Deb Callies	
December 09, 2025 City Council Work Session	3 rd Quarter Financial Report	Robert Miller/Tyra Litzau	WS
	Urban Renewal 101	GURA/Brian McBroom	WS
December 16, 2025 Council Meeting	Minutes	Heidi Leatherwood	Consent
	PH & 2nd Rdg Ord - Development Code Text Amendment for Affordable Housing	Caleb Jackson/Don Threewitt	Consent
	PH & 2nd Rdg Ord - Reauthorize Boards	Jennifer Middleton	Regular
	B&C Appointments	Jennifer Middleton	Regular
December 23, 2025 City Council Work Session	Cancelled- No Meeting- Christmas/Holiday		



Council Agenda Summary

Item: 25.

Title

Adjournment