



**Mayor**  
Tom Norton

**Councilmembers**

Rochelle Galindo  
Ward I

Brett Payton  
Ward II

John Gates  
Ward III

Michael Finn  
Ward IV

Sandi Elder  
At-Large

Robb Casseday  
At-Large

A City Achieving  
Community Excellence

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

# City Council Agenda

## Regular Meeting

September 19, 2017 at 6:30 p.m.

School District Six Board of Education Meeting Room  
1025 9<sup>th</sup> Avenue, Greeley Colorado

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

### Consent Agenda

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

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

9. Acceptance of the Proceedings of the September 5, 2017 City Council Meeting
10. Approval of the Report of the September 12, 2017 City Council Worksession
11. Consideration of a Resolution authorizing the City to enter into an intergovernmental agreement between the City of Greeley and the State of Colorado, acting by and through the department of Public Safety for the benefit of the Division of Homeland Security and Emergency Management (DHSEM)

12. Consideration of a Resolution of the City Council of the City of Greeley, Colorado, authorizing City staff to resolve claims with Top Shelf arising from a water main break incident occurring January 24, 2017 at 59th Avenue and 20th Street
13. Introduction and first reading of an ordinance amending Chapter 2.41 of the Greeley Municipal Code to reflect changes to Sections 2.41.010 – Definitions And 2.41.030 – Disposition of Unclaimed Property

<b>End of Consent Agenda</b>
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14. Pulled consent agenda items
15. Public hearing and final 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 2017 and for funds held in reserve for encumbrances at December 31, 2016
16. Appointment of applicants to the following Boards and Commissions: Commission on Disabilities, Construction Trades Advisory & Appeals Board, Housing Authority, Judicial Review Board, and Union Colony Civic Center Advisory Board
17. Scheduling of meetings, other events
18. Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances
19. Adjournment

# Council Agenda Summary

September 19, 2017

## **Agenda Item Number 1-3**

### Title

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

Mayor Norton  
Councilmember Payton  
Councilmember Galindo  
Councilmember Gates  
Councilmember Casseday  
Councilmember Elder  
Councilmember Finn

# Council Agenda Summary

September 19, 2017

## **Agenda Item Number 4**

### Title

Recognitions and Proclamations

### Summary

Councilmember Finn will present the What's Great About Greeley Report.

Mayor Norton will be recognizing seven outstanding development projects and three murals. The projects will receive honors as part of the City's 14th Annual Excellence in Community Design Awards for projects constructed or redeveloped during 2016 that demonstrate exceptional design elements.

Mayor Norton will be presenting a proclamation for Greeley Rail Safety Week from September 25 – 29, 2017, which recognizes the need for public safety awareness to prevent crashes and incidents. Mayor Norton will also be presenting a proclamation for Hispanic Heritage Month from September 15 – October 15, 2017, which recognizes the contributions made and the important presence of Hispanic and Latino Americans in the United States.

### Attachments

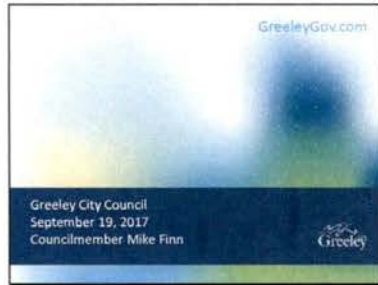
September 19, 2017 What's Great About Greeley Report

Greeley Rail Safety Week Proclamation

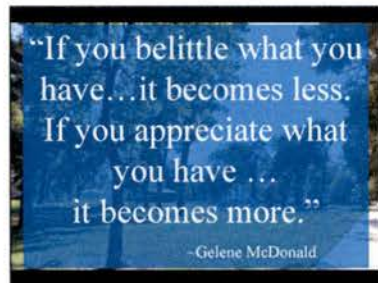
Hispanic Heritage Month Proclamation



Slide 1



Slide 2



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

Slide 3



Caring for Our Watersheds is an environmental education competition that encourages and rewards students for creative solutions related to water quality. Eight Greeley students were among the 2017 Colorado finalists, including first-prize winner Mazlyn (Mays-lin) Freier (fray-er) from Greeley Central High, who earned \$1,000 for her biodegradable lunch waste project.

Slide 4



Congratulations to the Greeley Police Department's two K-9 units who took first place in multiple categories at a competition for police dogs. Competing against 20 other teams from across Colorado, Rocko netted a first place in the narcotics detection and location category, while Cairo placed first in agility and apprehension. Cairo was also named the third fastest dog at the competition.

Slide 5



Master plumber and City of Greeley Building Inspection Division Plans Examiner Matt Wagy (way-gee) has been reappointed to the State Plumbing Board by Governor John Hickenlooper. The Board grants licenses to plumbers and amends and enforces rules and regulations related to the profession. Congratulations to Matt.

Slide 6





## Greeley Rail Safety Week

WHEREAS, the City of Greeley has a strong railroad history and heritage with a substantial railroad property and street crossing presence; and

WHEREAS, the presence of railroad property and street rail crossings suggests a need for public safety awareness; and

WHEREAS, collisions between trains and motor vehicles or pedestrians can be prevented by increased public awareness of the dangers at the railroad crossings, around railroad property and the appropriate safety laws; and

WHEREAS, the railroads collectively, the Federal Railroad Administration and City of Greeley through Operation Lifesaver are the promoters of the public information and education programs dedicated to preventing crashes and trespass incidents; and

WHEREAS, this important observance should lead to greater safety awareness and a reduction in street and rail crashes and pedestrian/railroad incidents.

NOW, THEREFORE, I, Thomas E. Norton, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim September 25 - September 29, 2017, as *Greeley Rail Safety Week* in the City of Greeley, Colorado and encourage all citizens to participate in activities to reduce crossing crashes and pedestrian/railroad trespass incidents during this week and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 19<sup>th</sup> day of September, 2017.

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Thomas E. Norton  
Mayor





## Hispanic Heritage Month 2017

**WHEREAS**, Hispanic Heritage Month recognizes and celebrates the heritage and culture of Latinos in the United States including Greeley and Weld County and the immense contributions Latinos and Latinas have made to civic life in our city; and

**WHEREAS**, the United States Census Bureau estimates the Hispanic population in the United States at more than 56.5 million people, making Hispanic Americans 17.6 percent of the population and the largest racial or ethnic minority group in the United States; and

**WHEREAS**, Greeley's overall Hispanic population is estimated at 36% and the school-age population at 63%, we understand that historically and currently Hispanics contribute significantly to the community from an economic, cultural and creative perspective; and

**WHEREAS**, there are more than 4.7 billion Hispanic-owned firms in the United States, supporting millions of employees nationwide and contributing more than \$600 billion in revenue to the economy of the United States; and

**WHEREAS**, Latinos have the highest labor force participation rate of any racial or ethnic group at 66.1 percent, compared to 62.7 percent overall; and

**WHEREAS**, well over a million Hispanics have served and are serving in all branches of the US Armed Forces; and

**WHEREAS**, in recognition of Hispanic Heritage, the Greeley community is planning special celebrations during Hispanic Heritage Month to celebrate the cultural and creative contributions of Hispanics to Greeley.

**NOW, THEREFORE, I**, Thomas E. Norton, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim September 15 through October 15 as Hispanic Heritage Month in the City of Greeley, and urge the people of Greeley, CO to observe Hispanic Heritage Month with appropriate programs and activities that celebrate the contributions of Latinos to life in the United States.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 19<sup>th</sup> day of September, 2017.

\_\_\_\_\_  
Thomas E. Norton  
Mayor



# Council Agenda Summary

September 19, 2017

## **Agenda Item Number 5**

### Title

Citizen Input

### Summary

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

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

# Council Agenda Summary

September 19, 2017

**Agenda Item Number 6**

Title

Approval of the Agenda

# Council Agenda Summary

September 19, 2017

## Agenda Item Number 7

### Title

Reports from Mayor and Councilmembers

### Summary

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

<b>Board/Commission</b>	<b>Meeting Day/Time</b>	<b>Councilmember Assigned</b>
--Team of 2-- Board/Commission Interviews	Monthly as Needed	Rotation
Water & Sewer Board	3 <sup>rd</sup> Wed, 2:00 pm	Norton
Youth Commission Liaison	4 <sup>th</sup> Mon, 6:30 pm	Payton
Historic Preservation Loan	As Needed	Galindo
Police Pension Board	Quarterly	Galindo
Employee Health Board	As Needed	Galindo
Airport Authority	3 <sup>rd</sup> Thur, 3:30 pm	Elder/Finn
Visit Greeley	3 <sup>rd</sup> Tues, 7:30 am	Finn
Upstate Colorado Economic Development	Last Wed, 7:00 am	Norton/Finn
Greeley Chamber of Commerce	4 <sup>th</sup> Mon, 11:30 am	Gates
Island Grove Advisory Board	1 <sup>st</sup> Thur, 3:30 pm	Gates
Weld Project Connect Committee (United Way)	As Needed	Gates
Downtown Development Authority	3 <sup>rd</sup> Thur, 7:30 am	Elder/Casseday
Transportation/Air Quality MPO	1 <sup>st</sup> Thur, 6:00 pm	Casseday/Norton, Alternate
Poudre River Trail	1 <sup>st</sup> Thur, 7:00 am	Finn
Highway 85 Coalition	As Needed	Payton
Highway 34 Coalition	As Needed	Payton
CML Policy Committee (Council or Staff)	As Needed	Norton/Payton, Alternate
CML Executive Board opportunity		Casseday
CML - Other opportunities	As Available/Desired	All

# Council Agenda Summary

September 19, 2017

## **Agenda Item Number 8**

### Title

Petitions from Mayor and Councilmembers

### Summary

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

Petitions will generally fall into three categories:

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

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

### Attachments

Status Report of Council Petitions and Related Information



Greeley City Council

**Status Report of Council Petitions**  
September 19, 2017

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

# Consent Agenda

September 19, 2017

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

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

*The Consent Agenda includes Items No. 9 through 13 and their recommended actions.*

## *Council's Recommended Action*

To approve Items No. \_\_\_\_ through \_\_\_\_ or

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

# Council Agenda Summary

September 19, 2017

## **Agenda Item Number 9**

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

### Title

Approval of the City Council Proceedings of September 5, 2017

### Summary

A meeting of the City Council was held on September 5, 2017, in the School District Six Board of Education Meeting Room 1025 9th Avenue, Greeley, Colorado.

### Decision Options

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

### Council's Recommended Action

A motion to approve the City Council proceedings as presented.

### Attachments

September 5, 2017 Proceedings

City of Greeley, Colorado  
**CITY COUNCIL PROCEEDINGS**  
September 5, 2017

**1. Call to Order**

Mayor Tom Norton called the meeting to order at 6:30 p.m., in the School District Six Board of Education Meeting Room, 1025 9<sup>th</sup> Avenue.

**2. Pledge of Allegiance**

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

**3. Roll Call**

Jessica Diagana, Assistant City Clerk, called the roll. Those present were Mayor Tom Norton and Councilmembers Robb Casseday, Sandi Elder, Mike Finn, Rochelle Galindo, John Gates and Brett Payton.

**4. Recognitions and Proclamations**

Councilmember Gates presented the What's Great about Greeley Report.

**5. Citizen Input**

Steve Teets, Greeley resident, spoke of traffic concerns on the busiest streets in Greeley highlighting them in a handout he provided to Council. Councilmember Elder expressed that there is a long-range plan regarding the future of the roads in Greeley.

Rod Kaiser, Greeley resident, spoke of his concern for the resolution that is on the agenda regarding the Report on Immigration. He said that legal immigration and structured refugee entrance should be supported noting that illegal immigration is the real concern and that he was taught that behind illegal actions are deception, defiance, and denial and that with this illegal act there is conflict.

Julie Cozad, Greeley resident and Weld County Commissioner, noted that she visits Council twice during the year to see what is going on in the community and listen to concerns of the public. She thanked Council for its' attendance at a Breakfast Meeting held last week and for City/County coordinated efforts. Councilmember Elder expressed to Ms. Cozad that she would like to see better signage at the entrance of the Greeley/Weld County Airport Entrance.

Rhonda Solis, Greeley resident, spoke of the emotional couple of weeks with the recent hurricanes, fires, the passing of C.J. Archibeque and the Deferred Action for Childhood Arrivals (DACA). She stated that the community needs to figure out a way to work together as a community to show support for one another.

**6. Approval of Agenda**

The agenda was approved upon noting replacement documentation for Item No. 12.

**7. Reports from Mayor and Councilmembers**

Councilmember Galindo spoke of her attendance at the Fire Station No. 1 grand opening; the grand opening for the University of Northern Colorado's Gender and Sexuality Resource Center, City of Greeley Staff Appreciation BBQ, and the Grassroots Greeley/Evans Summit; Councilmember Casseday spoke of his attendance at the Fire Station No. 1 grand opening, the Downtown Development Authority Board meeting,



the ribbon cutting for the new Downtown hotel, and the 2017 Ag Tour; Councilmember Elder spoke of her attendance at a Global Refugee Center meeting and noted its intent to merge with Right to Read; Mayor Norton made mention of his participation in a site selection tour with Upstate Economic Development.

## **8. Petitions from Mayor and Councilmembers**

There were no petitions offered from Councilmembers.

### **\*\*\*\* Consent Agenda \*\*\*\***

## **9. Acceptance of the Proceedings of the August 15, 2017 City Council Meeting**

The Council action recommended was to approve the Proceedings.

## **10. Approval of the Report of the August 21, 2017 City/Manager Breakfast Agenda**

The Council action recommended was to accept the Report.

## **11. Approval of the Report of the August 22, 2017 City Council Worksession**

The Council action recommended was to accept the Report.

## **12. Consideration of a Resolution finding substantial compliance with state annexation laws for a parcel of property known as the Dale Annexation, located at 398 East 18th Street**

The Council action recommended was to adopt the resolution. (Resolution No. 71, 2017)

## **13. Consideration of three (3) Resolutions finding substantial compliance with state annexation laws for three (3) parcels of property known as the Signature Bluffs Natural Area Annexations Nos. 1-3, located east of County Road 27 and north of River Run Drive**

The Council action recommended was to adopt the resolution. (Resolution Nos. 72, 73, & 74, 2017)

## **14. Consideration of a Resolution dedicating two portions of 20th Street between 1st Avenue and Balsam Avenue**

The Council action recommended was to adopt the resolution. (Resolution No. 75, 2017)

## **15. Consideration of a Resolution authorizing assignment to the Colorado Housing and Financing Authority of a Private Activity Bond Allocation of the City of Greeley pursuant to the Colorado Private Activity Bond Ceiling Allocation Act**

The Council action recommended was to adopt the resolution. (Resolution No. 76, 2017)

## **16. Consideration of a Resolution of the City Council of the City of Greeley, Colorado, accepting the Human Relations Commission's August 22, 2017 Report on Immigration**

This item was pulled from the Consent Agenda.

**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 2017 and for funds held in reserve for encumbrances at December 31, 2016**

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for September 19, 2017.

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

Councilmember Finn moved, seconded by Councilmember Gates to approve the items on the Consent Agenda and their recommended actions with the exception of Item No. 16. The motion carried: 7-0

**18. Pulled Consent Agenda Items**

**16. Consideration of a Resolution of the City Council of the City of Greeley, Colorado, accepting the Human Relations Commission's August 22, 2017 Report on Immigration**

Councilmember Galindo spoke of the DACA repeal and that she feels that this has deepened a fear that is already real. Councilmember Galindo expressed that she feels that it is the job of the local community to step in and provide support, but that more work needs to be done. She stated that she is proud of the work the Human Relations Commission (HRC) has done and that this resolution makes a statement to immigrants and refugees.

Roger Muller, Human Relations Commission Chairman, stated that the Report on Immigrants lists how the HRC feels as a Commission noting that members are available to do anything that Council would like with additional topics that were brought to light in the Report.

Councilmember Elder requested that staff add language to the resolution that is inclusive of the refugee community.

Councilmember Payton thanked the HRC for its' work and encouraged citizens to review the Report.

Councilmember Casseday expressed his appreciation for the work that the HRC did and its' willingness to look into additional issues if Council decides to pursue them.

Councilmember Galindo moved, seconded by Councilmember Gates to adopt the resolution as amended to reflect the inclusion of the refugee community. The motion carried: 7-0 (**Resolution No. 77, 2017**)

**19. Appointment of Applicants to the Planning Commission**

Planning Commission            Gloria Hice-Adler

Mayor Norton requested that staff begin preparing a Certificate of Appreciation to those whose service on a Board or Commission is ending.

**18. Scheduling of Meetings, Other Events**

No additional meetings, or other events were scheduled.

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

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

**20. Adjournment**

There being no further business to come before the Council, Mayor Tom Norton adjourned the meeting at 7:10 p.m.

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Thomas E. Norton, Mayor

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Jessica Diagana, Assistant City Clerk

# Council Agenda Summary

September 19, 2017

## **Agenda Item Number 10**

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

### Title

Acceptance of the Report of the September 12, 2017 City Council Worksession

### Summary

A City Council Worksession was held on September 12, 2017, in the School District Six Board of Education Meeting Room, 1025 9<sup>th</sup> Avenue, Greeley, Colorado.

### Decision Options

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

### Council's Recommended Action

A motion to accept the Report as presented.

### Attachments

September 12, 2017 Report



City of Greeley, Colorado  
**COUNCIL WORKSESSION REPORT**  
September 12, 2017

The meeting was called to order at 5:03 p.m. by Mayor Tom Norton, in the School District Six Board of Education Meeting Room, 1025 9<sup>th</sup> Avenue.

Those present were Mayor Tom Norton and Councilmembers Robb Casseday, Sandi Elder, Michael Finn, John Gates, Rochelle Galindo, and Brett Payton.

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

**1. 2018 PROPOSED BUDGET PRESENTATIONS**

The Council heard budget presentations from the Culture, Parks and Recreation, Fire, Community Development and Public Works departments.

Andy McRoberts, Director of Culture, Parks and Recreation, overviewed the 2017 achievements in each division, which included the completion of the Uptown Tree Project on 8th Avenue; the installation of concrete paths at golf courses; the addition of over 500 new trees in Greeley's parks; over 400 park shelter rentals; new playground amenities; a joint use agreement with School District 6; and various renovations at recreation facilities.

He also discussed 2018 budget highlights, which include addressing minimum wage challenges by increasing revenues, fees and memberships; implementing a pilot project for public art on 10 Xcel Energy boxes; hiring two new employees in Natural Areas Management, continuing relationships and partnerships with School District 6; focusing on customer service efforts and the look of recreation facilities; and continued efforts to effectively reorganize staff.

Mayor Norton and Councilmember Elder inquired more about the 2018 staffing issues. Mr. McRoberts explained that the increase of various fees is to offset minimum wage issues. Councilmember Finn provided an update on the progress of efforts to hire a Poudre Trail Manager. There was also a discussion about continuing to utilize volunteer organizations.

Mr. McRoberts continued his presentation by explaining the 2018 budget of \$21,294,273. He went on to demonstrate the department's performance measures, such as the increase in youth sport participation; the number of teams registered in adult sports programs; specific operations of the parks; downtown technicians; and the Union Colony Civic Center, Recreation Center, and FunPlex.

Mr. McRoberts mentioned the design of a new website, which should be more user-friendly and better informs citizens of closures, in response to a question from Councilmember Elder.

Councilmember Elder inquired of the work that was done this summer at various School District 6 facilities. Mr. McRoberts stated that Quality of Life funds did allow the City to participate in cost and use sharing of projects such as the new track and field at Heath Middle School, the new tennis courts at Greeley Central, the new turf field at Frontier, and other projects. Mayor Norton asked staff to demonstrate what the public is getting for the money invested in this collaborative effort.

Councilmember Galindo asked about the rental of tables and chairs from Island Grove, and Mr. McRoberts explained that the chairs are intended to be used for events hosted at Island Grove, although they try to be accommodating to public events, such as the upcoming OktoBREWfest. Unfortunately, there is not sufficient staffing or logistical support to continue or expand renting these supplies.

Dale Lyman, Fire Chief, discussed the 2017 achievements of the Fire Department, including the improvement of their ISO insurance rating; training for a recent gas issue; relocating to a new fire station; the successful pilot program for Alternative Response Vehicle (ARV) plan; and a new Banner ambulance transport contract.

He went on to discuss the 2018 budget highlights, which included increased dispatch costs; increased radio maintenance; the reduction of calls due to the ARV; the ambulance contract; the expanding fleet replacement schedule; and the addition of three new employees.

The Fire Department's 2018 proposed budget is \$15,226,684. Chief Lyman overviewed the budget by division and discussed various performance measures, such as a five minute-or-less response time; total number of fires, fire loss, and property saved value; and permit and plan turnaround goals.

Mayor Norton and Councilmember Elder commended Chief Lyman on the efforts being made to improve efficiencies with the Fire Department.

Councilmember Payton inquired about the Fire staff that is assisting in other states. Chief Lyman advised that the four firefighters sent to Texas, were re-deployed to Florida for search and rescue efforts. He also noted that there is a task force assisting with fires in Oregon. Mayor Norton asked for a report when they return.

Brad Mueller, Community Development Director, discussed the department's 2017 achievements, which included the implementation of TRAKit, the completion of phase 2 of the Comprehensive Plan, successful re-staffing and onboarding efforts, and record levels of development review.

He went on to discuss the 2018 budget highlights, which included successful development review improvements, the implementation of Comprehensive Plan elements, and development code updates and modifications. The 2018 proposed Community Development Budget is \$3,538,533. Performance measures were also overviewed, such as the number of on-call requests; response times; development review turnaround times; building inspection turnaround and response time; response to code violation complaints, timeliness of compliance, and observed versus complaint ratios.

A discussion ensued about the goals, implications and outreach of TRAKiT. Mr. Mueller overviewed the impacts to customer service, goals of public online access, the expectations to staffing, and potential module use in other departments.

Joel Hemesath, Director of Public Works, discussed the department's 2017 achievements, including increased ridership on the new transit route system, Keep Greeley Moving funding impacts, establishment of 3rd radio tower, completion of the project at 65th Avenue, Transit Transfer Station, and Fire Station #1. There was a discussion about the remaining section of the 65th Avenue project, which is under the City of Evans management.

Councilmember Elder inquired about what more could be done to communicate to the citizens about what is a Greeley construction project as opposed to what is the City of Evans, Atmos Energy or Xcel Energy. Mr. Hemesath stated that a press release would go out soon regarding the status of the 65<sup>th</sup> Avenue project. Mayor Norton expressed that the Greeley Tribune has been doing a fine job of reporting on all the major projects.

Mr. Hemesath went on to discuss the 2018 budget highlights which included, no new positions or programs; succession planning of Facilities staff; the City Center construction progress; various road improvements; and Sheep Draw Bridge improvements.



Mayor Norton inquired about the response to early morning concrete pouring at the City Center site. Mr. Hemesath stated that the work is almost complete and that there had only been one complaint.

Mr. Hemesath outlined the 2018 proposed budget of \$25,112,526 by each division. He also discussed the performance measures, including how long it takes to repair potholes after reported; the status of pavement quality index; graffiti incidents; public bus usage data; and traffic pavement marking goals.

In response to a question from Councilmember Galindo, Mr. Hemesath advised the Council that there is a contract under negotiation to increase the number of bus benches.

Mayor Norton and Councilmember Elder inquired about the increased instances of pavement marking issues this year and the lack of coordinating road construction with the school district. Mr. Hemesath concurred that pavement marking has been a concern this year and discussed the expectation of contractors to coordinate better.

Victoria Runkle, Assistant City Manager, advised the Council that the Police Department will make the last budget presentation at the September 26th Council Worksession. The first reading of the 2018 budget will be on October 3rd and the public hearing and approval will be on October 17th. The City Council will have an opportunity to ask more questions at the October 10th Council Worksession.

## **2. SCHEDULING OF MEETINGS, AND OTHER EVENTS**

Roy Otto, City Manager, reminded Councilmembers to respond to staff regarding their attendance at the upcoming Greeley Remarkable event on September 27, 2017.

## **3. EXECUTIVE SESSION**

Councilmember Gates moved, seconded by Councilmember Elder to adjourn the Worksession and move into Executive Session for the purpose of engaging in negotiations strategy pursuant to C.R.S. 24-6-402(4)(e) and Greeley Municipal Code 2.04.060(5) and receiving or requesting legal advice pursuant to C.R.S. 24-6-402(4)(b) and Greeley Municipal Code 2.04.020(2). The motion carried: 7-0

There being no further business to come before the Council, Mayor Norton adjourned the meeting at 6:28 p.m. and moved into Executive Session until 6:52 p.m.

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Lory Stephens, Assistant City Clerk

# Council Agenda Summary

September 19, 2017

## **Agenda Item Number 11**

Key Staff Contact: Dale Lyman, Fire Chief 350-9515

### Title

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

### Summary

This is a Colorado Department of Public Safety, Division of Homeland Security and Emergency Management Performance 2017 contract designated as Project Award Number 17EM-18-85 in the amount of \$25,000. Said Grant shall be effective when signed by the parties and terminate on December 31, 2017. This Grant provides for reimbursement of costs incurred by the City for the purposes of the grant retroactive to January 1, 2017. This EMPG Grant is the Federal and State's ongoing support of the City of Greeley's comprehensive emergency management program and enhances all-hazards emergency management planning/preparedness, mitigation, response and recovery capabilities.

The City has an annual budget for the Emergency Management program of \$64,917. This program has been active and funded by the City and this ongoing grant for over twelve years.

### Fiscal Impact

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial or onetime impact?	
What is the annual impact?	
What fund of the City will provide funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	The amount required is currently budgeted.
Is this grant onetime or ongoing?	Ongoing, as long as the State funding provides.
Additional Comments:	

### Legal Issues

None

### Other Issues and Considerations

None

Applicable Council Goal or Objective

SAFETY: Emergency Readiness and Response

Decision Options

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

Council's Recommended Action

A motion to adopt the Resolution.

Attachments

Resolution

Grant Agreement



**THE CITY OF GREELEY, COLORADO**

**RESOLUTION NO. \_\_\_\_\_, 2017**

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GREELEY AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE DEPARTMENT OF PUBLIC SAFETY FOR THE BENEFIT OF THE DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DHSEM)

WHEREAS, the City of Greeley ("City") and the State of Colorado through the Department of Public Safety desire to enter into an intergovernmental agreement for the 2017 Emergency Management Performance Grant/Local Emergency Management Support (EMPG/LEMS); and

WHEREAS, said Grant is designated as Grant/Encumbrance # 17EM-18-85 and is in the amount of \$25,000 with the City providing matching funds through in-kind services performed by City employees; and

WHEREAS, the 2017 EMPG/LEMS is for the benefit of the City of Greeley's emergency management activities, through the Greeley Fire Department's Office of Emergency Management; and

WHEREAS, the parties have agreed to the terms and conditions of the Grant; and,

WHEREAS, it is in the best interest of the citizens of the City of Greeley to enter into said Grant agreement;

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

1. Section 1. The City Council hereby authorizes the City to enter into an intergovernmental agreement for the 2017 Emergency Management Performance Grant/Local Emergency Management Support (EMPG/LEMS), a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS 19<sup>TH</sup> DAY OF SEPTEMBER, 2017.**

ATTEST:

THE CITY OF GREELEY, COLORADO

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

CMS# 103180  
Subrecipient DUNS#:112066225  
Federal Award Identification Number (FAIN):EMD-2017-EP-00008-S01  
Federal Award Date:06/27/2017  
Amount of Federal Funds Obligated by this Action:\$25,000.00  
Total Amount of the Federal Award: \$6,184,104.00  
Name of Federal Awarding Agency: DHS/FEMA  
CFDA 97.042 Emergency Management Performance Grant  
Identification if the Award is for R&D: No

**GRANT AGREEMENT**

**Between the**

**STATE OF COLORADO  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**

**And the**

**CITY OF GREELEY**

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**1. PARTIES**

This Agreement (hereinafter called "Grant") is entered into by and between the CITY OF GREELEY (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Public safety, Division of Homeland Security and Emergency Management (hereinafter called the "State").

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.**

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date. *(Check options below if appropriate):*

- A.  Provided, however, that authorized Pre-award Costs incurred prior to the Effective Date may be submitted for reimbursement as provided in §7(B)(v) below.
- B.  Provided, however, that all Project costs specifically authorized in the FEDERAL EMERGENCY MANAGEMENT AGENCY Notice of Award that have been incurred after **January 1, 2017**, but prior to the Effective Date may be submitted for reimbursement from Federal Funds, as provided in §7(B)(v) below.
- C.  Provided, however, that all or some of the costs or expenses incurred by Grantee prior to the Effective Date which have been or will be paid from Matching Funds, if such costs or expenses are properly documented as eligible expenses in EMERGENCY MANAGEMENT PERFORMANCE GRANT, may be reimbursed from such Matching Funds, as provided in §7(B)(v) below.

**3. RECITALS****A. Authority, Appropriation, and Approval**

Authority to enter into this Grant exists in CRS §24-1-128.6, funds have been budgeted, appropriated and otherwise made available pursuant to said statute and the Homeland Security Act of 2002; and a sufficient unencumbered balance remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

**B. Consideration**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

**C. Purpose**

Grant funds are hereby made available for the purpose of enhancing Homeland Security and Emergency Management related Prevention, Protection, Mitigation, Response and Recovery capabilities throughout the State, as more specifically described in the Statement of Work, attached as **Exhibit B Work Plan**.

**D. References**

All references in this Grant 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.

**4. DEFINITIONS**

The following terms as used herein shall be construed and interpreted as follows:

**A. Budget**

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

**B. Evaluation**

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in **§8** and **Exhibit B**.

**C. Exhibits and Other Attachments**

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Federal Laws).
- ii. Exhibit B (Statement of Work – Program annual work plan - Reporting and Administrative Requirements - Budget).
- iii. Exhibit C (Federal Funding Accountability and Transparency Act of 2006 – FFATA).
- iv. Form 1 (Grant Funding Change Letter).

**D. Federal Funds**

“Federal Funds” means the funds provided by FEMA to fund performance of the Work, which may be used to reimburse Pre-award Costs, if authorized in this Grant.

**E. Goods**

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services that Grantee renders hereunder.

**F. Grant**

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

**G. Grant Funds**

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

**H. Matching Funds**

“Matching Funds” means funds provided by the Grantee for performance of the Work, which may be either cash or in-kind funds, as permitted and specified in **Exhibit B**. Matching Funds cannot include any Federal Funds, and State Matching Funds may not be used to reimburse Pre-award Costs, unless authorized in this Grant.

**I. Party or Parties**

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

**J. Pre-award Costs**

“Pre-award Costs,” when applicable, means the costs incurred or performance of Work by Grantee or Sub-grantees prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and identified in the Statement of Work, attached hereto as **Exhibit B**.

**K. Program**

“Program” means the 2017 Emergency Management Performance Grant Program (EMPG) which provides funding for this Grant.

**L. Project**

“Project” means the total work to be performed as described in **Exhibit B**.

**M. Review**

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and **Exhibit B**.

**N. Services**

“Services” means the required services to be performed by Grantee pursuant to this Grant.

**O. Sub-grantee**

“Sub-grantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

**P. Work**

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

**Q. Work Product**

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

**5. TERM and EARLY TERMINATION**

**A. Initial Term**

Unless otherwise permitted in §2 above, this Agreement shall commence on the Effective Date, and funds shall be expended by **December 31, 2017** (the “End Date”), as detailed under the Project Schedule in Exhibit: B. If the Work shall be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit: B. This Agreement shall terminate on **December 31, 2017** unless sooner terminated or further extended by a formal Agreement amendment executed by the Parties.



**B. Two Month Extension**

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

**6. STATEMENT OF WORK****A. Completion**

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant, except as expressly permitted in this Grant.

**B. Goods and Services**

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

**C. Employees**

All persons employed by Grantee or Sub-grantees shall be considered Grantee's or Sub-grantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

**7. PAYMENTS TO GRANTEE**

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts, using the methods set forth below:

**A. Maximum Amount**

The maximum amount payable under this Grant to Grantee by the State is \$25,000.00, as determined by the State from available funds. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

**B. Payment****i. Advance, Interim and Final Payments**

Any advance payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices or reimbursement requests (referred to as "invoices" herein) to the State in the form and manner set forth and approved by the State. If permitted by the federal Program, the State may pay certain eligible, Pre-award Costs incurred within the applicable federal grant period from Federal Funds or Matching Funds.

**ii. Interest**

The State shall fully pay each invoice within 45 days of receipt thereof if the amount represents performance by Grantee previously accepted by the State. The State shall not pay interest on Grantee invoices.

**iii. Available Funds-Contingency-Termination**

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If Federal Funds or Matching Funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State, Federal Funds or Matching Funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may terminate this Grant in whole or in part without further liability in accordance with the provisions herein.



**iv. Erroneous Payments**

At the State's sole 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, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State. The closeout of a federal award does not affect the right of FEMA or DHSEM 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.

**v. Retroactive Payments**

The State shall pay Pre-award Costs only if (1) the Federal Emergency Management Agency Notice of Award allows reimbursement for Pre-award Costs by a Grantee or Subgrantee from Federal Funds or Matching Funds, or (2) the Pre-award Costs have been specifically detailed in Grantee's grant application, authorized by the State and incorporated in the Budget for the Work described in **Exhibit B**. Any such retroactive payments shall comply with State Fiscal Rules and Grantee and any Subgrantees shall have complied with all federal laws, rules and regulations applicable to the Work before the State shall make such payments. Grantee shall initiate any retroactive payment request by submitting invoices to the State that set out Grantee's compliance with the provisions of this Grant.

**C. Use of Funds**

Grant Funds shall be used only for eligible costs so identified in the Budget. Grantee may request budget modifications by submitting a written Grant Change Request to the State. In response to such requests, the State may, in its sole discretion, agree to modify, adjust, and revise the Budget, delivery dates, and the goals and objectives for the Work, and make such other modifications that do not change the total amount of the Budget.

**D. Matching Funds**

The Subrecipient shall provide matching funds as provided in §7.A and Exhibit B. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. The Subrecipient represents to the State that the amount designated "Subrecipient'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. The Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the Subrecipient. The Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's laws or policies.

**E. Reimbursement of Subrecipient Costs**

The State shall reimburse the Subrecipient's allowable costs, not exceeding the maximum total amount described in Exhibit B and §7. The State shall reimburse the Subrecipient 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 the Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Allowable costs shall be:

- i. Reasonable and Necessary. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Net Cost. Actual net cost to the Subrecipient (i.e. the price paid minus any items of value received by the Subrecipient that reduce the cost actually incurred).

**F. Close Out**

The Subrecipient shall close out this Grant within 45 days after the End Date. Grant close out entails submission to the State by the Subrecipient of all documentation defined as a Deliverable in this Agreement, and Subrecipient's final reimbursement request. The State can withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially



complete. If the project has not been closed by FEMA within 1 year and 90 days after the End Date due to Subrecipient's failure to submit required documentation that the State has requested from the Subrecipient, then the Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation has been submitted and accepted.

## **8. REPORTING - NOTIFICATION**

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

### **A. Performance, Progress, Personnel, and Funds**

Grantee shall submit a report to the State upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. Grantee shall comply with all reporting requirements set forth in **Exhibit B**.

### **B. Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department of Public Safety.

### **C. Noncompliance**

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

### **D. Subgrants**

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

### **E. Performance and Final Status.**

Party shall submit, all financial, performance, and other reports to State no later than 45 calendar days after the End Date or sooner termination of this Agreement containing an Evaluation and Review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

### **F. Violations Reporting**

Subrecipient must disclose, in a timely manner, in writing to the State and to the Federal Awarding Agency responsible for issuance of the Federal Award, all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Grant. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

## **9. GRANTEE RECORDS**

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

### **A. Maintenance**

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



**B. Inspection**

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period as set forth in §9(A), to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

**C. Monitoring**

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

**D. Final Audit Report**

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

**A. Confidentiality**

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

**B. Notification**

Grantee shall notify its agent, employees, Sub-grantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

**C. Use, Security, and Retention**

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

**D. Disclosure-Liability**

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to this §10.



**11. CONFLICTS OF INTEREST**

Subrecipient shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Subrecipient’s obligations hereunder. Such a conflict of interest would arise when a Subrecipient’s employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or receives a tangible personal benefit from Subrecipient’s receipt of the Federal Award and/or entry into this Grant Agreement. Officers, employees and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Subrecipient acknowledges that with respect to this Grant Agreement, even the appearance of a conflict of interest is harmful to the State’s interests. Absent the State’s prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient’s obligations to the State hereunder. If a conflict or the appearance of a conflict exists, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict of interest exists, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the apparent conflict constitutes a breach of this Grant Agreement.

**12. REPRESENTATIONS AND WARRANTIES**

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

**A. Standard and Manner of Performance**

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

**B. Legal Authority – Grantee and Grantee’s Signatory**

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee’s authority to enter into this Grant within 15 days of receiving such request.

**C. Licenses, Permits, Etc.**

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

**13. INSURANCE**

Grantee and its Sub-grantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

**A. Grantee**

**i. Public Entities**

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term



of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each grant with sub-grantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Sub-grantee's liabilities under the GIA.

**ii. Non-Public Entities**

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to sub-grantees that are not "public entities".

**B. Grantees and Sub-Grantees**

Grantee shall require each Grant with Sub-grantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

**i. Worker's Compensation**

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Sub-grantee employees acting within the course and scope of their employment.

**ii. General Liability**

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket Grantual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Sub-grantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

**iii. Automobile Liability**

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

**iv. Additional Insured**

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

**v. Primacy of Coverage**

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

**vi. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

**vii. Subrogation Waiver**

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Sub-grantees as required herein 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.

**C. Certificates**

Grantee and all Sub-grantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Sub-grantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any sub-grant, Grantee and each Sub-grantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.



**14. BREACH****A. Defined**

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. 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 20 days after the institution or occurrence thereof, shall also constitute a breach.

**B. Notice and Cure Period**

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

**15. REMEDIES**

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

**A. Termination for Cause and/or Breach**

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

**i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-grants/contracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or sub-grants/contracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

**ii. Payments**

The State shall reimburse Subrecipient only for accepted performance up to the date of termination. If, after termination by the State, it is determined 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 the same as if this Grant had been terminated in the public interest, as described herein.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any 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 to Grantee as the State deems necessary to protect the State,



including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

**B. Early Termination in the Public Interest**

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

**i. Method and Content**

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

**ii. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

**iii. Payments**

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

**C. Remedies Not Involving Termination**

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

**i. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance 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 under this provision.

**ii. Withhold Payment**

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

**iii. Deny Payment**

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

**iv. Removal**

Demand removal of any of Grantee's employees, agents, or Sub-grantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

**v. Intellectual Property**

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.



**16. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Esther Son,Grants and Contracts Manager
Department of Public Safety, Division of Homeland Security and Emergency Management
9195 E. Mineral Ave, Suite 200
Centennial, CO 80112
Esther.son@state.co.us

**B. Grantee:**

Greg Cobb, Emergency Manager
CITY OF GREELEY
1100 10th St., Suite 100
Greeley,CO 80631
Greg.Cobb@greeleygov.com

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon request. The State’s rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee’s obligations hereunder without the prior written consent of the State.

**18. GOVERNMENTAL IMMUNITY**

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado and the Grantee, their respective departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

**19. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee’s performance shall be part of the normal Grant administration process and Grantee’s performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee’s obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee’s



obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Division of Homeland Security and Emergency Management, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

## **20. GENERAL PROVISIONS**

### **A. Assignment and Subgrants**

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or sub-grantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

### **B. Binding Effect**

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### **C. Captions**

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### **D. Counterparts**

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

### **E. Entire Understanding**

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

### **F. Indemnification-General**

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

### **G. Jurisdiction and Venue**

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### **H. List of Selected Applicable Laws**

Grantee at all times during the performance of this Grant 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, attached hereto, which laws and regulations are incorporated herein and made part hereof. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.



**I. Modification****i. By the Parties**

Except as specifically provided in this Grant, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS - TOOLS AND FORMS.

**ii. By Operation of Law**

This Grant 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 Grant on the effective date of such change, as if fully set forth herein.

**iii. Grant Funding Change Letter**

The State may increase or decrease Grant Funds available under this Grant using a Grant Change Letter substantially equivalent to attached **Form 1**. The provisions of the Grant Change Letter shall become part of and be incorporated into this Grant agreement. The Grant Change Letter is not valid until it has been approved by the State Controller or designee.

**J. Order of Precedence**

The provisions of this Grant shall govern the relationship of the State and Grantee. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit C (Federal Funding Accountability and Transparency Act)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant
- iv. Exhibit A (Applicable Federal Laws)
- v. Exhibit B (Statement of Work)

**K. Severability**

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

**L. Survival of Certain Grant Terms**

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

**M. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

**N. Third Party Beneficiaries**

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**O. Waiver**

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**P. CORA Disclosure**

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.



**21. COLORADO SPECIAL PROVISIONS**

The Special Provisions apply to all Grants except where noted in italics.

**A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

**B. FUND AVAILABILITY. CRS §24-30-202(5.5).**

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

**C. GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

**D. INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent Grantee 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 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. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

**E. COMPLIANCE WITH LAW.**

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

**F. CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

**G. BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

**H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant 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 Grant 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 Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.**

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 Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.



**J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**

[*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**

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

**L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

SIGNATURE PAGE

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

**\* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;"><b>GRANTEE CITY OF GREELEY</b></p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO John Hickenlooper, GOVERNOR</b></p> <p style="text-align: center;">Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director</p> <p>_____</p> <p style="text-align: center;">By: Kevin R. Klein, Director</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Grantee Signature if Needed</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b></p> <p style="text-align: center;">Cynthia H. Coffman, Attorney General</p> <p>By: _____</p> <p style="text-align: center;">Signature – Attorney General</p> <p>Date: _____</p>

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.**

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

By: \_\_\_\_\_

Colorado Department of Public Safety, Ezzie Michaels, Director of Office of Preparedness

Date: \_\_\_\_\_



**EXHIBIT A – APPLICABLE FEDERAL LAWS AND STATE GRANT GUIDANCE**

The following are incorporated into this contract without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. Sections 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634
3. Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d)
5. Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e
9. Title IX of the Education Amendment of 1972, 20 U.S.C. 1681, et seq.
10. Section 24-34-301, et seq., Colorado Revised Statutes 1997, as amended
11. The applicable of the following:
  - 11.1. Cost Principals for State, Local and Indian Tribal Governments, 2 C.F.R. 225, (OMB Circular A-87);
  - 11.2. Cost Principals for Education Institutions, 2 C.F.R. 220, (OMB Circular A-21);
  - 11.3. Cost Principals for Non-Profit Organizations, 2 C.F.R. 230, (OMB Circular A-122), and
  - 11.4. Audits of States, Local Governments, and Non-Profit Organizations (OMB Circular A-133); and/or the Colorado Local Government Audit Law, 29-1-601, et seq., C.R.S., and State implementing rules and regulations.
  - 11.5. Immigration Status -Cooperation with Federal Officials, CRS 29-29-101, et seq.
  - 11.6. Davis-Bacon Act, 40 U.S.C. SS 276a to 276a-7.
  - 11.7. Copeland Act, 40 U.S.C. S 276c and 18 U.S.C. SS 874.
  - 11.8. Contract Work Hours and Safety Standards Act, 40 U.S.C. SS 327-333, regarding labor standards for federally assisted construction sub-awards.
  - 11.9. Wild and Scenic Rivers Act of 1968, 16 U.S.C. SS 1271 et. seq., related to protecting components or potential components of the national wild and scenic rivers system.
  - 11.10. National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, Executive Order No. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et. seq.
  - 11.11. Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5121 et seq., as amended.
  - 11.12. National Flood Insurance Act of 1968, 42 U.S.C. 4001 et. seq.
  - 11.13. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 104.
  - 11.14. Department of Defense Authorization Act of 1986, Title 14, Part B, Section 1412, Public Law 99-145, 50 U.S.C. 1521.
  - 11.15. USA PATRIOT Act of 2001, (Pub. L. 107-56).
  - 11.16. Digital Television Transition and Public Safety Act of 2005, (Pub L. 109-171)
12. Federal Emergency Management Agency, Department of Homeland Security Regulations: All Applicable Portions of 44 CFR Chapter 1, with the following Parts specially noted and applicable to all grants of FEMA/DHS funds:
  - 12.1 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 44 C.F.R. 13.
  - 12.2 Governmentwide Debarment and Suspension (Nonprocurement) and Requirements for Drug-Free Workplace, 44 C.F.R. 17.
  - 12.3 New Restrictions on Lobbying, 44 C.F.R. 18.
13. Privacy Act of 1974, 5 U.S.C. S 5529 and Regulations adopted thereunder (44 C.F.R. 6).
14. Prohibition against use of Federal Funds for Lobbying, 31 U.S.C. 1352
15. None of the funds made available through this agreement shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act, 42 U.S.C. 8251 et. Seq., or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
16. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992, 42 U.S.C. 13212.
17. Buy American Act, 41 U.S.C. 10a et seq.
18. Relevant Federal and State Grant Program Guidance

**Supplemental Provisions for Federal Awards**

**Subject to**

**The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"),**

**Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental 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 Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

**1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

**1.1. "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. 2 CFR §200.38

**1.2. "Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a 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.

**1.3. "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37

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

**1.5. "Grant" or "Grant Agreement"** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.

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

**1.7. "Recipient"** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

**1.8. "State"** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.

**1.9. "Subrecipient"** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.

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

**1.11. "Uniform Guidance Supplemental Provisions"** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

**2. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

**3. Procurement Standards.**

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



**3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a 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.

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

**5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, 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.

**5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). 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.

**5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, 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.

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

**6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

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

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

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

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

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive



Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

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

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

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

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

- 6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.
- 8. Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State 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.
- 9. Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.
- 10. Performance Measurement**  
The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.  
Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.  
The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

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## EXHIBIT B- STATEMENT OF WORK-REPORTING & ADMINISTRATIVE REQUIREMENTS- BUDGET

### 1. GENERAL DESCRIPTION OF THE PROJECT(S).

**1.1 Project Description. Work Plan** – Grantee will carry-out and work diligently to complete the tasks in their annual work plan. These tasks are listed by Emergency Management Function in the work plan document and are part of the Annual EMPG/LEMS Program Application along with the Staffing Plan, Program Budget and other required forms.

**1.2 Project Expenses.** Project expenses include the costs for salaries and benefits for Grantee's emergency manager and emergency management staff, travel, emergency management office operating costs, and the costs associated with, emergency management exercises, training and planning. Eligible project expenses are reimbursed upon submittal of the quarterly request for reimbursement form. The maximum reimbursement will not exceed 50% of project expenses. No more than 5% of this Grant may be used for Management and Administration (M&A) costs. Note: salaries of local emergency managers are not typically categorized as M&A, unless the local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities. Additional specific eligible and ineligible cost information is listed in the 2017 EMPG program guidance now known as "Funding Opportunity Announcement" at [http://www.fema.gov/media-library-data/1455571902574-a84f5a1b2f450795a70ccef5ee7b967/FY\\_2017\\_EMPG\\_NOFO\\_FINAL.pdf](http://www.fema.gov/media-library-data/1455571902574-a84f5a1b2f450795a70ccef5ee7b967/FY_2017_EMPG_NOFO_FINAL.pdf)

**1.3 Non-Federal Match:** This non-federal match section  applies to or does not apply  to this Grant. If it applies, this Grant requires a non-federal match contribution of 50% of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. If applicable the match  may or may not  include in-kind match.

### 2. DELIVERABLES:

**2.1** Grantee shall submit narrative and financial reports describing progress and accomplishments of projects in their annual work plan. An explanation of any delays in meeting the objectives and expenditures to date shall also be included in the narrative report as described in §3 of this Exhibit B.

**2.2** List additional grant deliverables: None.

### 3. REPORTING REQUIREMENTS:

**3.1 Quarterly Requests for Reimbursement and Progress Reports.** The project(s) approved in this Grant are to be completed on or before the termination date stated in §5 of the Grant Agreement. Grantee shall submit quarterly request for reimbursement and programmatic progress reports for each project identified in this agreement using the forms provided by the Division of Homeland Security and Emergency Management throughout the life of the grant. One copy of each required report with original or electronic signatures shall be submitted in accordance with the schedule below: (The order of the reporting period quarters below are irrelevant to the grant. If the grant is open during the "report period" reports for that period are due on the dates listed. If the grant is for more than one year, reports are due for every quarter that the grant remains open.)

Report Period	Progress Report Due Date	Request for Reimbursement Due Date
January –March	April 15	April 29
April – June	July 15	July 29
July – September	October 17	October 28
October – December	January 20	January 31

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



period, the final report may be submitted at any time before its final due date. Further reports are not due after the Division of Homeland Security and Emergency Management has received, and sent notice of acceptance of the final grant report.

**4. TESTING AND ACCEPTANCE CRITERIA:**

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

**5. PAYMENT:**

**5.1 Payment Schedule:** Grantee shall submit requests for reimbursement using the Division of Homeland Security and Emergency Management's provided form at least quarterly. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of this Exhibit. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any financial or progress reports are delinquent at the time of a payment request, the Division of Homeland Security and Emergency Management may withhold such reimbursement until the required reports have been submitted.

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

**5.3 Remittance Address.** If mailed, payments shall be sent to the representative identified in §16 Grant:

CITY OF GREELEY  
1100 10th St., Suite 100  
Greeley, CO 80631

**6. ADMINISTRATIVE REQUIREMENTS:**

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

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

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

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

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

**6.2.1** Any sole source transaction in excess of \$100,000 shall be approved in advance by the Division of Homeland Security and Emergency Management.

**6.2.2** Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides

maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

- 6.2.3 Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on <http://www.sam.gov>.
- 6.2.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the phrase -“This project was supported by grant #17EM-18-85, issued by the Division of Homeland Security and Emergency Management.”
- 6.2.5 Grantee shall verify that all purchases are listed in §1 or §7 of this Exhibit. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period on the Responder Knowledge Base (RKB), at <http://www.rkb.mipt.org>. Additionally, funds used to support emergency communications activities should comply with the FY 2017 SAFECOM Guidance for Emergency Communication Grants, at <http://www.safecomprogram.gov>
- 6.2.6 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$5,000 or more, are assigned without the prior written consent of the Division of Homeland Security and Emergency Management.
- 6.2.7 Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee’s own funds.

**6.3 Additional Administrative Requirements:**

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

**7. BUDGET:**

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>Required Non-Federal Local Share</i>	<i>Total Project</i>
<b>EMPG Activities</b>	\$25,000.00	\$25,000.00	\$50,000.00
<b>Total Award Amount</b>			<b>\$25,000.00</b>



## EXHIBIT C – FFATA PROVISIONS

**State of Colorado**  
**Supplemental Provisions for**  
**Federally Funded Contracts, Grants, and Purchase Orders**  
**Subject to**  
**The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As**  
**Amended**  
**Revised as of 3-20-13**

The contract, grant, or purchase order to which these Supplemental 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 Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
    - 1.1.1. Grants;
    - 1.1.2. Contracts;
    - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
    - 1.1.4. Loans;
    - 1.1.5. Loan Guarantees;
    - 1.1.6. Subsidies;
    - 1.1.7. Insurance;
    - 1.1.8. Food commodities;
    - 1.1.9. Direct appropriations;
    - 1.1.10. Assessed and voluntary contributions; and
    - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award **does not** include:

    - 1.1.12. Technical assistance, which provides services in lieu of money;
    - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
    - 1.1.14. Any award classified for security purposes; or
    - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
  - 1.2. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
  - 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
  - 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
  - 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
    - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
    - 1.5.2. A foreign public entity;
    - 1.5.3. A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
  - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
  - 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
  - 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
  - 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
  - 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
  - 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
  - 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
  - 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
  - 1.14. **“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>.
  - 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
    - 1.15.1. Salary and bonus;
    - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
    - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
    - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
    - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
    - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
  - 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
  - 1.17. **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.



2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
- 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 4.2. In the preceding fiscal year, Contractor received:
- 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
- 7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
- 7.1.1 Subrecipient DUNS Number;
- 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT)

account;

- 7.1.3 Subrecipient Parent DUNS Number;
- 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

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

- 7.2.1 Subrecipient's DUNS Number as registered in SAM.
- 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

**8. Exemptions.**

- 8.1. These Supplemental 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.
  - 8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
  - 8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
  - 8.4 There are no Transparency Act reporting requirements for Vendors.
9. **Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

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**FORM 1 – GRANT CHANGE LETTER**

**GRANT CHANGE LETTER  
NUMBER “SAMPLE ONLY”**

**To The  
AGREEMENT**

**Between the**

**STATE OF COLORADO  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**

**And**

**INSERT GRANTEE’S FULL LEGAL NAME (CAPITALIZED)**

<b>Date:</b>	<b>Original Contract #:</b>	<b>Original Contract CMS #</b>	<b>CMS Routing #</b>
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In accordance with Section \_\_\_\_\_ of the Original Grant Agreement between the State of Colorado, acting by and through the Department of Public Safety, Division of Homeland security and Emergency Management, and Contractor's Name beginning Insert start date and ending on Insert ending date, the provisions of the Contract and any amendments thereto affected by this Grant Award Letter are modified as follows:

- 1) Project Description.** Grantee shall perform the activities listed in Grantee’s Application dated \_\_\_\_\_, which is incorporated by reference herein in accordance with the provisions of the Original Contract.

**Budget**

<i>Project Activity/Line Item</i>	<i>Federal Share (Up to 50%)</i>	<i>Non-Federal Match (At least 50%)</i>	<i>Total</i>
Planning			
Operating			
Equipment			
Training			
Exercise			
<b>Total Budget</b>			

- 2) Price/Cost.** The maximum amount payable by the State for performance of this Award Letter is

\$ \_\_\_\_\_ and the maximum amount of Matching funds, if applicable, is \$ \_\_\_\_\_. The total amount of Homeland Security and Emergency Management activities is \$ \_\_\_\_\_.

- 3) **Performance Period.** Grantee shall complete its obligations under this Award Letter on or before \_\_\_\_\_.
- 4) **Effective Date.** The effective date hereof is upon approval of the State Controller or \_\_\_\_\_, whichever is later.
- 5) **Additional Requirements.** None

<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b> DEPARTMENT OF PUBLIC SAFETY Division of Homeland Security and Emergency Management</p> <p>By: _____ Kevin Klein, Director</p> <p>Date: _____</p>	<p style="text-align: center;"><b><u>ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u></b></p> <p>CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.</p>
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<p><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p>By: _____ "SAMPLE ONLY" Department of Public Safety</p> <p>Date: _____</p>
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# Council Agenda Summary

September 19, 2017

## **Agenda Item Number 12**

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

### Title

Consideration of a Resolution of the City Council of the City of Greeley, Colorado, authorizing City staff to resolve claims with Top Shelf arising from a water main break incident occurring January 24, 2017 at 59<sup>th</sup> Avenue and 20<sup>th</sup> Street

### Summary

Top Shelf sustained water damage to property resulting from a water main break occurring on January 24, 2017. Several million gallons of water were released when a 20" high pressure water line failed. Water damage to property, contents and landscaping occurred: landscaping, retaining wall, mitigation to dry out and reconstruct portions of building, damage to business personal property and temporary business interruption.

### Fiscal Impact

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial or onetime impact?	\$109,463.12
What is the annual impact?	None
What fund of the City will provide funding?	Liability Fund
What is the source of revenue within the fund?	Allocations charged to each City department
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

### Legal Issues

Resolution of claims with Top Shelf would resolve all claims associated with the January 24, 2017 incident.

### Other Issues and Considerations

None anticipated.

### Applicable Council Goal or Objective

Economic Health & Development

### Decision Options

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or

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

Council's Recommended Action

A motion to adopt the Resolution.

Attachments

Resolution



**THE CITY OF GREELEY, COLORADO**

**RESOLUTION \_\_\_\_, 2017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY,  
COLORADO, AUTHORIZING CITY STAFF TO ENTER INTO A  
SETTLEMENT AGREEMENT WITH TOP SHELF (Mitch Burrough)**

WHEREAS, Top Shelf filed a Citizen Damage Claim with the City regarding damages to property he sustained on January 24, 2017; and

WHEREAS, the City's Risk Manager, as authorized in Section 4.18.040(a) of the Greeley Municipal Code, has been involved in investigation of Top Shelf's claim; and

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

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

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

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

1. City Council authorizes City staff members to sign a Mutual Release and Settlement Agreement with Top Shelf which resolves all claims associated with the January 24, 2017 incident involving Top Shelf property.
2. This Resolution shall become effective immediately upon its passage, as provided by the Greeley City Charter.

PASSED, AND ADOPTED, SIGNED AND APPROVED THIS 19TH DAY OF SEPTEMBER, 2017.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

# Council Agenda Summary

September 19, 2017

## **Agenda Item Number 13**

Staff Contact: Victoria Runkle, Assistant City Manager, 350-9730

### Title

Introduction and first reading of an ordinance amending Chapter 2.41 of the Greeley Municipal Code to reflect changes to Sections 2.41.010 – Definitions And 2.41.030 – Disposition of Unclaimed Property

### Summary

The City of Greeley Ordinance 46, 1992 established the policy for unclaimed intangible property. The City is a home rule city and adopted the ordinance before the effective date of the "Great Colorado Payback". This 2017 ordinance clarifies definitions of intangible property, changes the definition of unclaimed property to property unclaimed from five (5) years to one (1) year, and adds the option of listing unclaimed property on the City's web site. The change from five years to one year should assist staff in refunding property to the owner; after five years, locating owners is more difficult.

### Fiscal Impact

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

### Legal Issues

None

### Other Issues and Considerations

None

### Applicable Council Goal or Objective

Image: promoting stewardship of resources.

### Decision Options

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



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

Council's Recommended Action

A motion to introduce the ordinance and schedule the public hearing and final reading for October 3, 2017.

Attachments

Ordinance

**CITY OF GREELEY, COLORADO**

**ORDINANCE NO. \_\_\_\_\_, 2017**

**AN ORDINANCE AMENDING CHAPTER 2.41 OF THE GREELEY MUNICIPAL CODE TO REFLECT CHANGES TO SECTIONS 2.41.010 -- DEFINITIONS AND 2.41.030 -- DISPOSITION OF UNCLAIMED PROPERTY**

WHEREAS, the City of Greeley Finance Department is responsible for the handling and disposing of unclaimed property which has not been claimed by its owner within a specific period of time; and

WHEREAS, in order to address a broader array of circumstances involving unclaimed property (tangible or intangible), it is the recommendation of the City of Greeley Finance Department to amend Sections 2.41.010 and 2.41.030 to better reflect those types of occurrences; and,

WHEREAS, the City of Greeley Finance Department has determined it is in the best interests of the citizens of the City of Greeley to amend Section 2.41.010 and 2.41.030 as stated above.

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

Section 1. Sections 2.41.010 and 2.41.030 of the City of Greeley Municipal Code shall be amended as set forth on Exhibit A attached hereto and incorporated herein by this reference.

Section 2. This Ordinance shall become effective five days following its final publication, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

ATTEST:

CITY OF GREELEY, COLORADO

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



## EXHIBIT A

### Chapter 2.41

#### Unclaimed INTANGIBLE Property

##### 2.41.010 - Definitions.

Unless otherwise required by context or use, words and terms shall be defined as follows:

*Director* means the Director of Finance or designee thereof.

*Owner* means a person or entity, including the corporation, partnership, association, governmental entity other than the City, or a duly authorized legal representative or successor of the same, ~~which owns unclaimed property held by the City.~~ WHOSE NAME APPEARS ON THE RECORDS OF THE CITY AS THE PERSON ENTITLED TO PROPERTY HELD, ISSUED, OR OWING BY THE CITY.

~~*Unclaimed property* means any tangible or intangible property, including any income or increment derived therefrom, less any lawful charges, that is held by or under control of the City which has not been claimed by its owner for a period of more than five (5) years after it became payable or distributable. This definition shall apply only to the property or benefits held under the following circumstances:~~

- ~~a. Property or benefits held by the City which are due to a current or past City employee, contractor or vendor if one (1) such person cannot be located by reasonable means;~~
- ~~b. Development fees, bonds, deposits or any other thing of value paid or held by the City as part of a development agreement, rezoning agreement, annexation agreement or planned unit development agreement.~~

INTANGIBLE PROPERTY INCLUDES:

- A. MONEYS, CHECKS, DRAFTS, DEPOSITS, INTEREST, DIVIDENDS, AND INCOME;
- B. CREDIT BALANCES, CUSTOMER OVERPAYMENTS, GIFT CERTIFICATES, REFUNDS AND CREDIT MEMOS;
- C. SECURITY DEPOSITS AND UNPAID WAGES.

*INTANGIBLE Unclaimed property* specifically does not include the following:

- a. Property seized, confiscated or forfeited under color of state or federal authority;
- b. Property ordered forfeited to the City by any court of competent jurisdiction;
- c. Lost and confiscated property, as defined, held and disposed of pursuant to Chapter 2.40 of this Code;
- d. Animals, as provided for in Title 7 of this Code.

UNCLAIMED PROPERTY IS ANY INTANGIBLE PROPERTY AS DEFINED ABOVE OF ANOTHER PERSON WHICH IS HELD BY THE CITY AND WHICH

REMAINS UNCLAIMED BY THE OWNER FOR MORE THAN ONE (1) YEAR AFTER IT BECAME DUE AND OWING TO THAT OWNER.

**2.41.020 - Exceptions.**

Title to the following property shall be in the City without recourse to the administrative procedures provided in this Chapter:

- (1) Property seized, confiscated or forfeited under color of state or federal authority;
- (2) Property ordered forfeited to the City by any court of competent jurisdiction;
- (3) Any property addressed in Chapter 2.40 or Title 7 of this Code.

**2.41.030 - Disposition of UNCLAIMED INTANGIBLE property.**

- (a) Prior to disposition of any ~~unclaimed~~ INTANGIBLE property having an estimated value of fifty dollars (\$50.00), or more, the Director shall send a written notice by REGULAR OR certified mail, ~~return receipt requested~~, to the last known address, if any, of any owner of unclaimed property. The last known address of the owner shall be the last address of the owner as shown by the records of the municipal department or agency holding the property. The notice shall include a description of the property, the amount or estimated value of the property and, when available, the purpose for which the property was deposited or otherwise held. The notice shall state where the owner may make inquiry of or claim the property. The notice shall also state that if the owner fails to provide the Director with a written claim for the return of the property within sixty (60) days of the date of the ~~publication of the~~ notice, the property shall become the sole property of the City and any claim of the owner to such property shall be deemed forfeited. IF NO ADDRESS IS KNOWN BY THE CITY OR THE MAILED NOTICE IS RETURNED AS UNDELIVERABLE, THE DIRECTOR SHALL PUBLISH NOTICE ONCE IN A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY AND POST NOTICE ON THE CITY'S WORLD WIDE WEB SITE DURING THE SIXTY (60) DAY PERIOD IN WHICH THE OWNER IS ALLOWED TO APPLY FOR THE PROPERTY.
- (b) Prior to disposition of any unclaimed property having an estimated value of less than fifty dollars (\$50.00), or having no last known address of the owner, OR THE MAILED NOTICE IS RETURNED AS UNDELIVERABLE, the Director shall cause a notice to be published in a newspaper of general circulation IN THE CITY AND POST NOTICE ON THE CITY'S WORLD WIDE WEB SITE. The notice shall include a description of the property, the owner of the property, AND the amount or estimated value of the property ~~and, when available, the purpose for which the property was deposited or otherwise held~~. The notice shall state where the owner may make inquiry of or claim the property. The notice shall also state that if the owner fails to provide the Director with a written claim for the return of the property within sixty (60) days of the date of the publication of the notice, OR THE DATE THE NOTICE IS PUBLISHED ON THE CITY'S WORLD WIDE WEB SITE, the property shall become the sole property of the City and any claim of the owner to such property shall be deemed forfeited.
- (c) If the Director receives no written claim within the above sixty (60) day claim period, the property shall become the sole property of the City and any claim of the owner to such property shall be deemed forfeited.



- (d) If the Director receives a written claim within a sixty (60) day claim period, the Director shall evaluate the claim and give written notice to the claimant within ninety (90) days thereof that the claim has been accepted or denied in whole or in part. The Director may investigate the validity of a claim and may request further supporting documentation from the claimant prior to disbursing or refusing to disburse the property.
- (e) In the event that there is more than one (1) claimant for the same property, the Director may, in the Director's sole discretion, resolve said claims or may resolve such claims by depositing the disputed property with the registry of the district court in an interpleader action.
- (f) In the event that all claims filed are denied, the property shall become the sole property of the City and any claim of the owner of such property shall be deemed forfeited.

# Council Agenda Summary

September 19, 2017

## **Agenda Item Number 14**

### Title

Pulled Consent Agenda Items



# Council Agenda Summary

September 19, 2017

## Agenda Item Number 15

Key Staff Contact: Victoria Runkle, Assistant City Manager, 350-9730

### Title

Public hearing and final 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 2017 and for funds held in reserve for encumbrances at December 31, 2016

### Summary

This is the third additional appropriation ordinance modifying the 2017 budget. This ordinance was introduced at the September 5, 2017 Council meeting.

### Fiscal Impact

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial or onetime impact?	\$ 2,712,582
What is the annual impact?	\$ 2,712,582
What fund of the City will provide funding?	See Ordinance
What is the revenue source within the fund?	Intergovernmental Agreements, Food Tax Revenues, Private Contributions, Fund Balance, Fines, and Grants
Is there grant funding for this item?	Yes – Items #1 and #2.
If yes, does this grant require a match?	No
Is this grant onetime or ongoing?	Onetime

#### Additional Comments:

Total appropriations made by this ordinance are \$2,712,582. The following funding sources will be used to cover the appropriations made by this ordinance.

Grants	\$	736,924
Operating Transfers		710,383
Fund Balance		662,256
Food Tax Revenues		307,000
Intergovernmental Agreements		258,300
Private Contributions		30,919
Fines		6,800
<b>Grand Total:</b>	<b>\$</b>	<b>2,712,582</b>

### Legal Issues

City Charter prohibits actual expenditures from exceeding appropriations at the fund level. This

ordinance will insure that this does not occur.

Consideration of this matter is a legislative process which includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

Other Issues and Considerations

None

Applicable Council Goal or Objective

Image Priority – Quality of Life

Decision Options

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

Council's Recommended Action

A motion to adopt the ordinance and publish with reference to title only.

Attachments

Ordinance

Detail Supporting Schedule

PowerPoint Presentation



**THE CITY OF GREELEY**  
**ORDINANCE NO. \_\_\_\_\_, 2017**

AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL YEAR OF 2017 AND FOR FUNDS HELD IN RESERVE FOR ENCUMBRANCES AT DECEMBER 31, 2016.

**WHEREAS**, the City of Greeley has or will incur expenses for certain activities described below during the 2017 fiscal year, and

**WHEREAS**, the revenues received in the City of Greeley in 2016, exceeded the amount of revenues estimated in the 2016 Budget by more than the total amount of the expenditures in the same year;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY 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 2017 budget and amounts held in fund balance reserves from 2016, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2017:

Fund	Total
001 General	\$ 180,915
103 Community Development	835,234
104 Streets & Roads	158,300
105 Conservation Trust	13,383
106 Sales & Use Tax	307,000
108 Restricted Revenue	346,000
304 Food Tax	407,000
321 Street Infrastructure Improvement	57,000
322 2016 City Center	300,000
408 Cemetery	107,750
<b>Grand Total:</b>	<b>\$ 2,712,582</b>

**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 become effective five (5) days after its final publication as is provided by Section 3-16 of the Greeley Charter,

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 19<sup>TH</sup> DAY OF SEPTEMBER, 2017.

ATTEST:

THE CITY OF GREELEY

\_\_\_\_\_  
City Clerk

BY \_\_\_\_\_  
Mayor



**City of Greeley**  
**2017 Appropriation No. 3**  
**Ordinance #**  
**City Council Meetings: September 5th and September 19th**

Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
<b>001 General Fund</b>					
2	Grants and Fines				
	<p>The Office of National Drug Control Policy (ONDCP) awarded a High Intensity Drug Trafficking Area (HIDTA) grant to the Greeley Police Department (per Resolution 14, 2017). This grant will be used for 33% of the salary and benefits of an investigative officer assigned to the Weld County Drug Task Force, overtime, vehicle leases, and facility lease for a total of \$96,813.</p> <p>The penalty imposed on businesses that have violated alcoholic beverage laws is generally a ban on selling alcohol for a certain number of days. If qualified to do so, some of the businesses may pay a fine in lieu of this ban. The Police Department budgeted \$10,000 in 2017, but have collected over \$16,800 from liquor compliance operations. This request appropriates the additional \$6,800 to purchase new audio and video recording equipment utilized in compliance check operations. Additional video monitoring equipment will be used for observing special events such as Friday Night Fest, Blues Jam, Oktoberfest, and other high alcohol consumption events.</p> <p>The two requests total \$103,613</p>	-	103,613	103,613	-
9	Private Contribution				
	<p>In a land crossing agreement/easement with XTR Midstream for an underground pipeline, the company agreed to fund site improvements to the Poudre Learning Center grounds which are owned by the City of Greeley under the Culture, Parks and Recreation Department. One of the improvements replaces an existing barbed wire fence that is in disrepair with a new cedar fence that runs parallel to 83rd Avenue for the entire length of the property. The new fence will match the standard for natural area fencing in all open space lands the City owns (2-rail rough cut cedar fence with 4" x 6" cedar posts). This request will cover the cost of installation and materials. An independent contractor will construct the fence upon award of bid. XTR Midstream previously submitted payment to the City and the money was placed into a revenue account for future project use. This appropriation transfers those funds in order to complete the project in fall, 2017.</p>	-	30,919	30,919	-
10	Operating Transfer				
	<p>The purpose of this request is to appropriate \$17,883 to replace the artificial turf on the Adventure Golf Course at the Family Funplex. CPRD received three bids and determined that Skips Carpet Service is the best choice to complete the installation. This request includes the removal of existing turf, prep work, and installation of new artificial turf. There is currently \$17,718 available in the Designated Revenue Fund - Adventure Golf Improvements fund balance. This request will reduce the funds by \$15,000 and leave a remaining balance of \$2,718. The remaining \$2,883 of this appropriation request will be funded by Conservation Trust Fund Balance.</p>	-	17,883	17,883	-
11	Operating Transfer				
	<p>This request transfers funds to purchase youth hockey jerseys and foam divider pads that will be placed on the ice to separate the rink into two play areas. The current dividers are heavy and take over an hour to setup. Improvements will also be made to the net system around the rink to allow the net to be raised when needed. These funds were originally obtained from 2007 registration fees through Ice Haus hockey classes and programs. There is currently \$81,230 available in the Designated Revenue Fund - Youth Hockey League fund balance. This request will reduce the fund by \$8,000 and leave a remaining balance of \$73,230.</p>	-	8,000	8,000	-
12	Operating Transfer				
	<p>The purpose of this request is to transfer \$10,000 to purchase youth programs marketing materials. In order to expand outreach, marketing materials are needed to better advertise programs and services. Examples of materials include water bottles, pens, t-shirts, etc. There is currently \$35,105 available in the Designated Revenue Fund - Youth Enrichment fund balance. This request will reduce the fund by \$10,000 and leave a remaining balance of \$25,105.</p>	-	10,000	10,000	-
14	Operating Transfer				
	<p>1) This request is for a portable automatic trail counter for accurately tracking and logging trail usage within the City's parks system (including the Poudre River Trail). The collected information will be utilized to promote usage and to anticipate long-term needs and performance of the City's trails. The requested counter matches the one used by the Town of Windsor; the counters can be used in tandem to better assess regional visitation. Cost of the counter is \$2,500.</p> <p>2) CPRD requests a digital FlashCAM in order to better capture surveillance in areas prone to vandalism and other criminal activity. The older cameras used within parks and natural areas have worn out. Additionally, modern surveillance technology has improved dramatically; the requested device works in low-light areas and provides wireless data downloads. Cost of the camera is \$8,000.</p> <p>The total request is \$10,500. Funding for both requests comes for fund balance in the Conservation Trust Fund.</p>	-	10,500	10,500	-
<b>001 General Fund</b>		-	180,915	180,915	-



Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact	
<b>103 Community Development</b>						
1	Grants and Fund Balance	Re-appropriate prior year's unspent grant funding for Community Development Block Grant programs, as well as the budget for program income expenditures. This request will also re-appropriate the prior year's unspent HOME grant funds. Project costs for HOME include administrative costs, the completion of Camfield Corner Phase 4, and Habitat funding.	195,123	640,111	835,234	-
103 Community Development			195,123	640,111	835,234	-
<b>104 Streets and Roads Fund</b>						
7	Intergovernmental Agreement	CDOT has given the City of Greeley an additional \$158,300 in one-time funds through the 2018 fiscal year (July 1, 2017 - June 30, 2018) maintenance contract for the following:  \$66,000 - Add the traffic signal at intersection of 83rd Ave and US 34 to the Rhythm Engineering Adaptive Signal System.  \$92,300 - New ethernet switches for all 50 state traffic signals	-	158,300	158,300	-
104 Streets and Roads Fund			-	158,300	158,300	-
<b>108 Designated Revenue</b>						
3	Fund Balance	This request appropriates traffic calming fund balance to purchase a traffic calming speed trailer. Revenue has continued to come into this fund from old traffic tickets. In response to numerous neighborhood calls for speeding, we will place the speed trailer in order to have a visual presence to reduce speeding issues in neighborhoods at times when police are not available to monitor. This also helps with distracted drivers by alerting the driver to slow the vehicle to a safer speed. Data shows a consistent five mph reduction in average speeds and a 62% reduction in the number of drivers who speed more than five mph above the speed limit. There is currently \$21,652 available in the Designated Revenue Fund - Traffic Calming fund balance. This request will reduce the fund by \$13,000 and leave a remaining balance of \$8,652.	13,000	-	13,000	-
108 Designated Revenue			13,000	-	13,000	-
<b>304 Food Tax</b>						
5	Operating Transfer	This request appropriates additional 2017 food tax revenue to be used to repair the City Hall parking lot, which is in very poor condition. City Hall was constructed in approximately 1967 and has had minimal maintenance work. The parking lot should be reconstructed to be more maintainable, eliminate hazards, and present a better public image.	-	250,000	250,000	-
18	Intergovernmental Agreement	In 2017, the Culture, Parks and Recreation Department assumed regular maintenance duties and capital maintenance for the Poudre River Trail within the Greeley and Weld County portions of the trail. There are two immediate trail repairs needed due to river bank erosion. Weld County has budgeted \$100,000 to repair these two areas as they are within the County. Weld County has agreed to allow the City to do the repairs and invoice the County for the actual cost. Public Works is managing the engineering and working on design and reconstruction of the trail, along with any necessary Corps of Engineers permitting.	-	100,000	100,000	-
304 Food Tax			-	350,000	350,000	-
<b>321 Keep Greeley Moving Fund</b>						
6	Operating Transfer	This request appropriates additional funding to overlay 10th Avenue from 10th Street to 7th Street. This section is being overlaid due to age and due to the curb, gutter, and sidewalk improvements along the UCCC and restriping of the lanes in this area. Funding will come from additional revenue in the Food Tax Fund.	-	57,000	57,000	-
321 Keep Greeley Moving Fund			-	57,000	57,000	-
<b>322 City Center Fund</b>						
8	Operating Transfer	This request appropriates PEG (Public, Educational, Governmental) funds derived from Comcast franchise fees for the purchase of GTV8 broadcast equipment for the new City Council chamber. The original plan was to fund this expense with PEG monies. The contractor has identified the new equipment and is ready to purchase. Currently there is \$427,592 available in the PEG funds. This request will reduce the PEG funds by \$300,000 for a remaining balance of \$127,592.	-	300,000	300,000	-
322 City Center Fund			-	300,000	300,000	-

Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact	
<b>408 Cemetery Fund</b>						
16	Fund Balance	Linn Grove Cemetery's historic main office and shop building are in need of repair and maintenance to the interior and exterior to meet staff needs, address safety issues, and prevent further damage and decay to the structure. The majority of the windows in the building are over 60 years old, leak severely, and are not energy efficient. The single-pane glass and wooden frames are suffering from rot and are causing damage to the walls and structure of the historic building, as well as increasing heating and cooling costs to keep the building at a suitable temperature year-round for staff and clients.  The shop area is not properly vented for mechanic operations and requires a ventilated fan system to remove toxic fumes from the shop bays to maintain employee safety in the entire building. Lightning struck the bell tower and damaged many components of the PA system that are out of date and no longer available. The cemetery is currently not able to play music or have announcements over the PA system for burials and events.  The stucco on the outside of the main building has been damaged by hail storms and severe weather and is in need of repair to prevent further damage to the sub-structure. Revenue generated from cemetery operations should cover future maintenance needs for these items.  Breakdown: 1) Window replacement \$10,000; 2) Shop ventilation \$5,000; 3) Stucco repair/paint \$33,250; 4) Bell Tower rebuild \$10,000. Funding will come from existing fund balance in the Cemetery Fund	58,250	-	58,250	-
17	Fund Balance	Linn Grove Cemetery's columbarium burial (ash remains) capacity is currently at 50%. Average sales are increasing annually; the remaining columbarium spaces are projected to reach capacity within the next two years. Planning for future need, and coupled with increasing costs for consumers, staff have investigated a lower cost option for cremation burials and request to install an "Ossuary Garden" as an alternative to a traditional Columbarium vault. The garden provides a lower maintenance cost option to the consumer while still properly and respectfully honoring loved one's remains. This site will increase capacity for cremains by more than ten times that of the existing space and will meet the demand for decades to come. The maintenance costs for the Ossuary Garden will be 100% covered by generated revenue. Projected revenue for the life of the Ossuary is \$1,264,200, compared to the one-time cost to install of \$49,500. Existing Cemetery Fund balance is the funding source for this request.	49,500	-	49,500	-
<b>408 Cemetery Fund</b>			107,750	-	107,750	-
<b>Total Less Operating Transfers</b>			<b>315,873</b>	<b>1,686,326</b>	<b>2,002,199</b>	-
<b>Operating Transfers Between Funds</b>						
5	Food Tax Revenue	Operating transfer from Sales and Use Tax Fund to Food Tax Fund	-	250,000	250,000	-
6	Food Tax Revenue	Operating transfer from Sales and Use Tax Fund to Food Tax Fund	-	57,000	57,000	-
6	Operating Transfer	Operating transfer from Food Tax Fund to Keep Greeley Moving Fund	-	57,000	57,000	-
8	Fund Balance	Operating transfer of fund balance from Designated Revenue Fund to City Center Fund	300,000	-	300,000	-
10	Fund Balance	Operating transfer of fund balance from Designated Revenue Fund to General Fund	15,000	-	15,000	-
10	Fund Balance	Operating transfer of fund balance from Conservation Trust Fund to General Fund	2,883	-	2,883	-
11	Fund Balance	Operating transfer of fund balance from Designated Revenue Fund to General Fund	8,000	-	8,000	-
12	Fund Balance	Operating transfer of fund balance from Designated Revenue Fund to General Fund	10,000	-	10,000	-
14	Fund Balance	Operating transfer of fund balance from Conservation Trust Fund to General Fund	10,500	-	10,500	-
<b>Total Operating Transfers Between Funds</b>			<b>346,383</b>	<b>364,000</b>	<b>710,383</b>	-
<b>Grand Total</b>			<b>662,256</b>	<b>2,050,326</b>	<b>2,712,582</b>	-





**2017 Additional Appropriation**  
Victoria Runkle  
Assistant City Manager  
September 19<sup>th</sup>, 2017

## **Third Appropriation - 2017**

- The third appropriation includes the allocation of fund balances to ensure the completion of identified projects and commitments.
- This appropriation also records the addition of grants.

CITY OF GREELEY

## Fund Budget Balance

Fund	2017 Budget	Ordinance	Balance
001 General	\$ 92,264,295	\$ 180,915	\$ 92,445,210
103 Community Development	\$ 850,000	\$ 835,234	\$ 1,685,234
104 Streets & Roads	\$ 10,336,945	\$ 158,300	\$ 10,495,245
105 Conservation Trust	\$ 956,758	\$ 13,383	\$ 970,141
106 Sales & Use Tax	\$ 64,366,997	\$ 307,000	\$ 64,673,997
108 Restricted Revenue	\$ 730,355	\$ 346,000	\$ 1,076,355
304 Food Tax	\$ 8,686,446	\$ 407,000	\$ 9,093,446
321 Street Infrastructure Improvement	\$ 12,966,001	\$ 57,000	\$ 13,023,001
322 2016 City Center	\$ 26,350,516	\$ 300,000	\$ 26,650,516
408 Cemetery	\$ 579,826	\$ 107,750	\$ 687,576
<b>Grand Total</b>	<b>\$ 224,264,218</b>	<b>\$ 2,712,582</b>	<b>\$ 226,976,800</b>

CITY OF GREELEY

## Fund Changes

### General Fund

- \$180,915
  - \$103,613 for grant-funded police activities and purchase of recording equipment from liquor compliance fines.
  - \$30,919 from private contributions for a new Poudre Learning Center fence.
  - \$28,500 - Operating transfers from Restricted Revenue Fund and Conservation Trust Fund for a new trail counter, surveillance camera, hockey jerseys and dividing pads, and Adventure Golf turf replacement.

Fund	2017 Budget	Ordinance	Balance
001 General	\$ 92,264,295	\$ 180,915	\$ 92,445,210

CITY OF GREELEY



# Fund Changes

## Community Development Fund

- \$835,234
  - Re-appropriates unspent 2016 CDBG and HOME grant funds (\$640,111).
  - \$195,123 from fund balance.

Fund	2017 Budget	Ordinance	Balance
103 Community Development	\$ 850,000	\$ 835,234	\$ 1,685,234

# Fund Changes

## Streets and Roads Fund

- \$158,300
  - Intergovernmental Agreement with CDOT for new Ethernet Switches at state traffic signals.
  - Addition of traffic signal at intersection of 83<sup>rd</sup> Ave and US 34 to the Adaptive Signal System.

Fund	2017 Budget	Ordinance	Balance
104 Streets & Roads	\$ 10,336,945	\$ 158,300	\$ 10,495,245

# Fund Changes

## Restricted Revenue Fund

- \$346,000
  - Operating transfers (\$333,000) to the City Center and General Fund.
  - \$13,000 - Traffic calming fund balance for the purchase of a traffic calming speed trailer.

Fund	2017 Budget	Ordinance	Balance
108 Restricted Revenue	\$ 730,355	\$ 346,000	\$ 1,076,355

# Fund Changes

## Food Tax Fund

- \$407,000
  - \$250,000 from food tax revenue for City Hall parking lot repairs.
  - \$100,000 - Intergovernmental agreement with Weld County for Poudre River Trail repairs.
  - \$57,000 – Operating transfer to Keep Greeley Moving Fund.

Fund	2017 Budget	Ordinance	Balance
304 Food Tax	\$ 8,686,446	\$ 407,000	\$ 9,093,446



# Fund Changes

## Keep Greeley Moving Fund

- \$57,000
- Appropriates additional food tax revenue (\$57,000) for street overlay.

Fund	2017 Budget	Ordinance	Balance
321 Street Infrastructure Improvement	\$ 12,966,001	\$ 57,000	\$ 13,023,001

CITY OF GREELEY

# Fund Changes

## 2016 City Center Fund

- \$300,000
- Appropriates PEG (Public, Educational, Governmental) funds derived from Comcast franchise fees for the purchase of GTV8 broadcast equipment for the new City Council chamber.

Fund	2017 Budget	Ordinance	Balance
322 2016 City Center	\$ 26,350,516	\$ 300,000	\$ 26,650,516

CITY OF GREELEY

# Fund Changes

## Cemetery Fund

- \$107,750
- Use of fund balance for Linn Grove Cemetery office and shop repairs and the installation of an Ossuary Garden.

Fund	2017 Budget	Ordinance	Balance
408 Cemetery	\$ 579,826	\$ 107,750	\$ 687,576

CITY OF GREELEY

# Fund Changes

## Conservation Trust Fund

- \$13,383
- Operating transfer of Fund Balance to General Fund.

## Sales and Use Tax Fund

- \$307,000
- Operating transfer of additional food tax revenue to Food Tax Fund.

Fund	2017 Budget	Ordinance	Balance
105 Conservation Trust	\$ 956,758	\$ 13,383	\$ 970,141
106 Sales & Use Tax	\$ 64,366,997	\$ 307,000	\$ 64,673,997

CITY OF GREELEY



# SUMMARY

- The transfers and appropriations in this ordinance will increase the total budget by \$2,712,582.
- This ordinance affirms prior commitments for various City projects.
- The passage of this ordinance ensures the completion of accounting actions that maintain reporting transparency.
- Budgets have to adjust to ongoing changes that occur over time.

CITY OF GREELEY

# QUESTIONS



CITY OF GREELEY



**Victoria Runkle**  
**Assistant City Manager**  
[Victoria.Runkle@Greeleygov.com](mailto:Victoria.Runkle@Greeleygov.com)



# Council Agenda Summary

September 19, 2017

## **Agenda Item Number 16**

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

### Title

Appointment of applicants to the following Boards and Commissions: Commission on Disabilities, Construction Trades Advisory & Appeals Board, Housing Authority, Judicial Review Board, and Union Colony Civic Center Advisory Board

### Summary

Council appointment is needed to the above-mentioned boards and commissions due to vacancies and term expirations. Staff continues to actively recruit to fill all vacant positions.

### Fiscal Impact

None.

### Legal Issues

The City Attorney's Office reviewed the applications and advised of potential conflicts of interest. It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

### Other Issues and Considerations

Not applicable.

### Applicable Council Goal or Objective

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

### Decision Options

- 1) Appoint or reappoint the individuals to serve on applicable board or commission; or
- 2) Direct staff to re-advertise applicable vacancy.

### Council's Recommended Action

No motion is necessary. The City Council's Policies and Protocol authorize appointment of Board and Commission members by written ballot, which can be used in lieu of a motion or voice vote for individual or multiple appointments. This policy was adopted by Council as a time-savings measure. Accordingly, a ballot is attached for Council's use in making appointments.

Candidates receiving a majority vote (at least 4 votes) are appointed with no further action needed by Council.

Attachments

- September 2017 Boards and Commissions Transmittal
- Ballot

# Boards & Commissions Transmittal

September 7, 2017

Key Staff Contact: Lory Stephens, Assistant City Clerk, 350-9746

Interview Date

September 14, 2017

Council Interview Team

Councilmembers Elder & Galindo

Council Appointment Date

September 19, 2017

Boards and Commissions Being Interviewed

- **Citizen Transportation Advisory Board**
- **Commission on Disabilities**
- **Construction Trade Advisory & Appeals Board**
- **Downtown Development Authority**
- **Housing Authority**
- **Judicial Review Board**
- **Union Colony Civic Center Advisory Board**

Council's Recruitment and Qualifications Policy

General recruitment efforts shall be made with special measures being taken to balance ward representation and attract minority and special population applicants. Generally, volunteers will be limited to serving on one board or commission at a time. (14.2. (c)(2) City Council, Policies and Protocol)

Demographic information of existing board members and any specialty requirements are contained within the attached Membership Rosters.

Legal Issues

The City Attorney's Office reviewed the applications and the attached memorandum addresses any potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Applicable Council Goal or Objective

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

Decision Options

1. Recommend candidates for appointment; or
2. Direct staff to re-advertise applicable vacancy.

Attachments

1. Interview Schedule
2. Conflict Memorandum from City Attorney's Office
3. Membership Rosters for above mentioned Boards and Commissions
4. Applications of those being considered for interviewed and/or considered for appointment

Transmittal reviewed by:  Roy Otto, City Manager  Betsy Holder, City Clerk





Applicants for the boards and/or commission listed below are in alphabetical order and recommendations from the interviewing team of Councilmembers are shown in bold.

\*\*\*\*\* BALLOT \*\*\*\*\*

Citizen's Transportation Advisory Board
<i>2 Vacancies</i>
<input type="checkbox"/> Gloria Hice-Idler <input type="checkbox"/> <b>(RECRUIT FOR ADDITIONAL APPLICANTS)</b>

Downtown Development Authority
<i>1 Vacancy</i>
<input type="checkbox"/> Miguel Quintana <input type="checkbox"/> <b>(RECRUIT FOR ADDITIONAL APPLICANTS)</b>

Commission on Disabilities
<i>1 Vacancy</i>
<input type="checkbox"/> David Dahlgarn <input type="checkbox"/> Carl Erickson <input type="checkbox"/> Thomas Kelly <input type="checkbox"/> <b>SARAH MUNDT</b> <input type="checkbox"/> (Recruit for additional applicants)

Housing Authority
<i>1 Vacancy</i>
<input type="checkbox"/> <b>THOMAS MUNIZ</b> <input type="checkbox"/> (Recruit for additional applicants)

Construction Trades Appeals & Advisory Board
<i>2 Vacancies</i>
<input type="checkbox"/> <b>ANDY PHELPS</b> <input type="checkbox"/> <b>DAVID POWELL</b> <input type="checkbox"/> (Recruit for additional applicants)

Judicial Review Board
<i>1 Vacancy</i>
<input type="checkbox"/> <b>GERALD SHADWICK</b> <input type="checkbox"/> (Recruit for additional applicants)

Union Colony Civic Center
<i>1 Vacancy</i>
<input type="checkbox"/> Vania Kacir <input type="checkbox"/> Thomas Muniz <input type="checkbox"/> <b>MARK PUGATCH</b> <input type="checkbox"/> Kim Wilson (unable to interview) <input type="checkbox"/> (Recruit for additional applicants)

# Council Agenda Summary

September 19, 2017

## **Agenda Item Number 17**

### Title

Scheduling of Meetings, Other Events

### Summary

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Worksession Schedule regarding any upcoming meetings or events.

### Attachments

Council Meetings/Other Events Calendar

Council Meeting/Worksession Schedule

# September 2017 - October 2017

September 2017						
Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2
10	11	12	13	14	8	9
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2017						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 17	18	19 7:30am Visit Greeley (Finn) 5:45pm 2016 Excellence in Community Design Awards Reception (School District 6 Administration Bldg. - 6:30pm City Council Meeting (1025 9th Ave)	20 2:00pm Water & Sewer Board (Norton) (School District Six Facility)	21 7:30am DDA (Elder/Casseday) 7:45am Government Day at Leadership Weld County Breakfast (RSVPs Required) (Buckle Club) - Council 3:30pm Airport Authority (Elder/Finn)	22	23
24	25 11:30am Greeley Chamber of Commerce (Gates) 6:30pm Youth Commission (Payton)	26 9:00am Railroad Safety Week Blitz Kick-off and Media Event (Greeley Train Depot/Chamber of 5:00pm City Council Worksession (1025 9th Ave)	27 7:00am Upstate Colorado Economic Development (Norton/Finn) 1:00pm Greeley Remarkable Business Forum (RSVPs 6:00pm Greeley Remarkable Banquet (RSVPs Required)	28	29	30 10:00am Roundtables with Rochelle (Joe Molina's Art Gallery, 930 8th Avenue, Greeley CO)
Oct 1	2 4:00pm 2017 CML Fall District 2 Meeting (RSVP's Required) (Berthoud Town Hall, 807 Mountain Avenue, Berthoud) - Council Master Calendar	3 6:30pm City Council Meeting (1025 9th Ave)	4	5 7:00am Poudre River Trail (Finn) 3:30pm IG Adv Board (Gates) 6:00pm MPO (Casseday, Norton)	6	7
8	9	10 5:00pm City Council Worksession (1025 9th Ave)	11	12	13	14
15	16	17 7:30am Visit Greeley (Finn) 6:30pm City Council Meeting (1025 9th Ave)	18 2:00pm Water & Sewer Board (Norton) (School District Six Facility)	19 7:30am DDA (Elder/Casseday) 11:45am October 2017 Government Agencies 3:30pm Airport Authority (Elder/Finn) 6:00pm Town/County Dinner Meeting (RSVPs Required)	20	21



## City Council Meeting Schedule

<u>Date</u>	<u>Description</u>	<u>Staff Contact</u>	
September 26, 2017 Worksession	2018 Budget Presentations to include Police	Victoria Runkle	0.50
	Sales Tax Definitions Discussion	Victoria Runkle	0.50
	Annual CDBG Presentation	Becky Safarik	0.50
	Trash & Recycling Public Opinion Report	Brad Mueller	0.50
October 3, 2017 Council Meeting	Ordinance - Intro - 2018 Budget	Victoria Runkle	Consent
	Ordinance - Intro - Pay Plan	Sharon McCabe	Consent
	Ordinance - Intro - Detienne's Rezone	Brad Mueller	Consent
	Ordinance - Intro - West Point Commerce Rezone	Brad Mueller	Consent
	Ordinance - Intro - Signature Bluffs Natural Area Annexation Nos. 1 through 3 and Establishment of Zoning	Brad Mueller	Consent
	Ordinance - Intro - Dale Annexation and Establishment of Zoning	Brad Mueller	Consent
	Ordinance - Intro - 4704 24th Street Rezone	Brad Mueller	Consent
	Ordinance - Intro - 402 15th Street Rezone	Brad Mueller	Consent
	Ordinance- Final - Chapter 2.41 Amendments to the Greeley Municipal Code	Victoria Runkle	Regular
	Public Hearing - 2018 CDBG and Home Budget	Becky Safarik	Regular
October 10, 2017 Worksession	Auditor Selection	Victoria Runkle	0.10
October 17, 2017 Council Meeting	Resolution - 95th Avenue ROW Dedication	Brad Mueller	Consent
	Resolution - Adoption of Stormwater Utility Fees for 2018	Joel Hemesath	Consent
	Ordinance - Final - 2018 Budget	Victoria Runkle	Regular
	Ordinance - Final - Pay Plan	Sharon McCabe	Regular
	Ordinance - Final - Detienne's Rezone	Brad Mueller	Regular
	Ordinance - Final - West Point Commerce Rezone	Brad Mueller	Regular
	Ordinance - Final - Signature Bluffs Natural Area Annexation Nos. 1 through 3 and Establishment of Zoning	Brad Mueller	Regular
	Ordinance - Final - Dale Annexation and Establishment of Zoning	Brad Mueller	Regular
	Ordinance - Final - 4704 24th Street Rezone	Brad Mueller	Regular
	Ordinance - Final - 402 15th Street Rezone	Brad Mueller	Regular
	Board and Commission Appointments	Betsy Holder	Regular
	October 24, 2017 Worksession	Monthly Financial Report	Victoria Runkle
	3rd Quarter CIP Update		
November 7, 2017 Council Meeting			
November 14, 2017 Special Meeting	Proposed Special Meeting for New Council to include Oaths of Office	Betsy Holder	
November 21, 2017 Council Meeting	Board and Commission Appointments	Betsy Holder	Regular
November 28, 2017 Worksession	Monthly Financial Report	Victoria Runkle	0.50
December 5, 2017 Council Meeting			
December 12, 2017 Worksession			
December 19, 2017 Council Meeting	Board and Commission Appointments	Betsy Holder	Regular
December 26, 2017 Worksession	Monthly Financial Report	Victoria Runkle	0.50

# Council Agenda Summary

September 19, 2017

## **Agenda Item Number 18**

### Title

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

### Council's Recommended Action

A motion to approve the above authorizations.

# Council Agenda Summary

September 19, 2017

## **Agenda Item Number 19**

### Title

Adjournment

### Council's Recommended Action

If there is no further business, the presiding officer declares the meeting adjourned.