



**City of Fort Lupton
City Council
REGULAR MEETING AGENDA
Tuesday, August 25, 2020
6:30 PM
130 South McKinley Avenue**

Zo Stieber, Mayor
Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Mike Sanchez, Ward 3
David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

Remote Meeting Instructions

- a. To join the meeting from your computer, tablet or smartphone click the link: <https://global.gotomeeting.com/join/623516477>

To join the meeting by phone: United States (Toll Free): 1 866 899 4679 OR United States: +1 (312) 757 -3117
Access Code: 623516477

Pledge of Allegiance

Call to Order - Roll Call

Persons to Address Council This portion of the Agenda is provided to allow members of the audience to present comments to the City Council. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement or your question may be directed to the appropriate staff member for followup. Please limit the time of your comments to three (3) minutes Mayor Stieber

Approval of Agenda

Action Memorandum

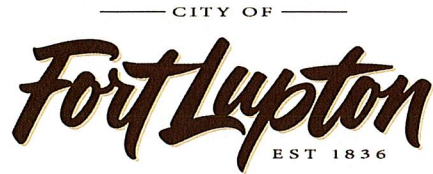
- a. AM 2020-150 Approving an Ordinance for the Submission of Ballot Question to the Registered Electors Regarding Medical and Retail Marijuana for the November 3, 2020 Coordinated Election
- b. AM 2020-151 Approving an Ordinance for the Submission of a Ballot Question to the Registered Electors pertaining to Retail Marijuana Sales Tax for the November 3, 2020 Coordinated Election
- c. AM 2020-152 Approving an Intergovernmental Agreement to Participate in Weld County's Designation of an Urban County Municipality that may be Able to Seek Funds Through the Allocation of Community Development Block Grants (CDBG) From the U.S. Department of Housing and Urban Development

Adjourn

Remote Meeting Instructions

a. Instructions

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-150

APPROVING AN ORDINANCE FOR THE SUBMISSION OF BALLOT QUESTIONS TO THE REGISTERED ELECTORS REGARDING MEDICAL AND RETAIL MARIJUANA FOR THE NOVEMBER 3, 2020, COORDINATED ELECTION

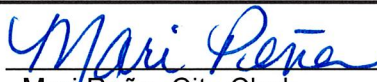
I. **Agenda Date:** Council Meeting – August 25, 2020

II. **Attachments:** a. Proposed Ordinance and Ballot Question.

III. **Summary Statement:**

The City Council has determined to ask the registered voters the question on whether medical and retail marijuana should be allowed within the City limits.

IV. **Submitted by:**


Mari Peña, City Clerk

V. **Finance Reviewed**


Finance Director

VI. **Approved for Presentation:**

City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

The City Council may, without receipt of any petition, submit any proposed or adopted ordinance or resolution or any question to a vote of the registered electors of the municipality. The City Council has determined to ask the registered voters several questions on whether medical and retail marijuana should be allowed within the City limits. The attached ordinance contains the ballot titles for the referred measure.

The Council has determined to submit the ballot issues at an election of the City, to be held as a coordinated election on November 3, 2020, and to set the title and content of the ballot for the ballot issues to be submitted at the election called by the attached Ordinance.

X. Legal/Political Considerations:

XI. Alternatives/Options:

1. Approve the ballot question.
2. Don't approve the ballot question.

XII. Financial Considerations:

XIII. Staff Recommendation:

Staff seeks recommendations.

ORDINANCE NO.

2020-xxxx

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON APPROVING THE SUBMISSION OF A BALLOT QUESTION ON THE NOVEMBER 3, 2020, COORDINATED ELECTION, PERTAINING TO MEDICAL AND RETAIL MARIJUANA; SETTING THE TITLES AND CONTENT OF THE BALLOT FOR THE ELECTION; PROVIDING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY

WHEREAS, the City of Fort Lupton, Weld County, Colorado (the “City”) is a statutory municipality and political subdivision of the State of Colorado (the “State”), duly organized and operating under the Constitution and laws of the State; and

WHEREAS, The City Council may, without receipt of any petition, submit any proposed or adopted ordinance or resolution or any question to a vote of the registered electors of the municipality.

WHEREAS, The City Council has determined to ask the registered voters several questions on whether medical and retail marijuana should be allowed within the City limits at the November 3, 2020 Coordinated Election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, AS FOLLOWS:

Section 1: An election shall be held on Tuesday, November 3, 2020 at which there shall be submitted to the eligible electors of the City the question on whether to allow medical and retail marijuana within the City, which questions shall be in substantially form attached hereto as Exhibit A.

Section 2: The election shall be conducted as a coordinated election in Weld County in accordance with articles 1 to 13 of title 1, C.R.S. (the “Uniform Election Code”), and Intergovernmental Agreements (collectively, the “Intergovernmental Agreement”) between the Board of County Commissioners of the County of Weld, the Weld County Clerk and Recorder (the “County Clerk”) and the City of Fort Lupton.

Section 3: For purposes of C.R.S. § 31-11-111, this Ordinance shall serve to set the title and content for the ballot issues set forth herein and the ballot titles for such questions shall be the text of the questions themselves. Any protest to the ballot titles shall be filed in writing with the City Clerk within five (5) business days following the date of adoption of this Ordinance and shall be resolved thereafter by the City Council following a hearing with published notice.

Section 4: The City Clerk and other City officials and employees are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 5: All actions not inconsistent with the provisions of this Ordinance heretofore taken by the members of the City Council and the officers and employees of the City and directed toward holding the election for the purposes stated herein are hereby ratified, approved and confirmed.

Section 6: All prior acts, orders or resolutions, or parts thereof, by the City in conflict with this Ordinance are hereby repealed, except that this repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 7: If any section, paragraph, clause or provision of this Ordinance shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Ordinance, it being the intention that the various parts hereof are severable.

Section 8. Emergency Declaration. Because of the necessity of submitting this Ordinance to meet the election scheduling demands, an emergency exists, and the provisions of this Ordinance are hereby declared to be necessary to the immediate preservation of the public health and safety, and it shall become effective upon adoption and compliance with the provisions of Section 31-16-105, Colorado Revised Statutes.

INTRODUCED, READ AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 25th day of August, 2020.

PUBLISHED in the Fort Lupton Press 2nd day of September 2020.

EFFECTIVE the 25th day of August 2020.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Pena, City Clerk

Approved as to Form:

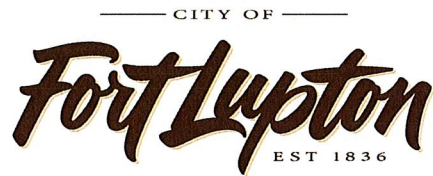
Andy Ausmus, City Attorney

Exhibit A

Shall the establishment and operation of medical marijuana centers and retail marijuana stores be permitted in the City of Fort Lupton, Colorado, subject to the requirements of the State of Colorado medical and retail marijuana codes and regulations and the ordinances and codes to be adopted by the City of Fort Lupton?

Yes: _____ No: _____

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-151

APPROVING AN ORDINANCE FOR THE SUBMISSION OF A BALLOT QUESTION TO THE REGISTERED ELECTORS PERTAINING TO RETAIL MARIJUANA SALES TAX FOR THE NOVEMBER 3, 2020, COORDINATED ELECTION

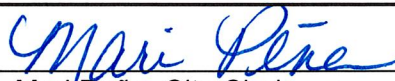
I. Agenda Date: Council Meeting – August 25, 2020

II. Attachments: a. Proposed Ordinance and Ballot Question

III. Summary Statement:

The City Council has determined to ask the registered voters on whether to impose a tax on retail marijuana and retail marijuana products should the registered voters allow medical centers and retail marijuana stores.

IV. Submitted by:


Mari Peña, City Clerk

V. Finance Reviewed


Finance Director

VI. Approved for Presentation:

City Administrator

VII. Attorney Reviewed

Approved

Pending Approval

VIII. Certification of Council Approval:

City Clerk

Date

IX. Detail of Issue/Request:

The City Council may, without receipt of any petition, submit any proposed or adopted ordinance or resolution or any question to a vote of the registered electors of the municipality. The City Council has determined to ask the registered voters several questions on whether medical and retail marijuana should be allowed within the City limits. The attached ordinance contains the ballot titles for the referred measure.

The Council has determined to submit the ballot issues at an election of the City, to be held as a coordinated election on November 3, 2020, and to set the title and content of the ballot for the ballot issues to be submitted at the election called by the attached Ordinance.

X. Legal/Political Considerations:

XI. Alternatives/Options:

1. Approve the ballot questions.
2. Don't approve the ballot questions.

XII. Financial Considerations:

As a statutory City, Fort Lupton sales tax is collected and audited by the State of Colorado. However, marijuana tax collection and enforcement is left to Cities regardless of statutory designation.

XIII. Staff Recommendation:

Staff seeks recommendations.

ORDINANCE NO. 2020-xxxx

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON APPROVING THE SUBMISSION OF A BALLOT QUESTION ON THE NOVEMBER 3, 2020, COORDINATED ELECTION, PERTAINING TO RETAIL MARIJUANA SALES TAX; SETTING THE TITLES AND CONTENT OF THE BALLOT FOR THE ELECTION; PROVIDING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY

WHEREAS, the City of Fort Lupton, Weld County, Colorado (the “City”) is a statutory municipality and political subdivision of the State of Colorado (the “State”), duly organized and operating under the Constitution and laws of the State; and

WHEREAS, The City Council may, without receipt of any petition, submit any proposed or adopted ordinance or resolution or any question to a vote of the registered electors of the municipality; and

WHEREAS, the question of whether to allow medical marijuana and retail marijuana will be placed on the ballot,

WHEREAS, CRS § 39-28.8-101 allows a tax imposed on sales of retail marijuana and retail marijuana products by retailer transactions; and

WHEREAS, Article X, Section 20, of the Colorado Constitution (“TABOR Amendment”) limits the ability of the City to enact new taxes; and

WHEREAS, the TABOR Amendment permits electors of the City to approve the adoption of new taxes and to authorize the expenditure of revenues from such taxes; and

WHEREAS, the question of whether to impose a tax on retail marijuana and retail marijuana products should be directed to the registered voters.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, AS FOLLOWS:

Section 1: An election shall be held on Tuesday, November 3, 2020 at which there shall be submitted to the eligible electors of the City the question on whether to impose a tax on retail marijuana and retail marijuana products within the City, which questions shall be in substantially form attached hereto as Exhibit A.

Section 2: The election shall be conducted as a coordinated election in Weld County in accordance with articles 1 to 13 of title 1, C.R.S. (the “Uniform Election Code”), and Intergovernmental Agreements (collectively, the “Intergovernmental Agreement”) between the Board of County Commissioners of the County of Weld, the Weld County Clerk and Recorder (the “County Clerk”) and the City of Fort Lupton.

Section 3: For purposes of C.R.S. § 31-11-111, this Ordinance shall serve to set the title and content for the ballot issues set forth herein and the ballot titles for such questions shall be the text of the questions themselves. Any protest to the ballot titles shall be filed in writing with the City Clerk within five (5) business days following the date of adoption of this Ordinance and shall be resolved thereafter by the City Council following a hearing with published notice.

Section 4: The City Clerk and other City officials and employees are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 5: All actions not inconsistent with the provisions of this Ordinance heretofore taken by the members of the City Council and the officers and employees of the City and directed toward holding the election for the purposes stated herein are hereby ratified, approved and confirmed.

Section 6: All prior acts, orders or resolutions, or parts thereof, by the City in conflict with this Ordinance are hereby repealed, except that this repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 7: If any section, paragraph, clause or provision of this Ordinance shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Ordinance, it being the intention that the various parts hereof are severable.

Section 8. Emergency Declaration. Because of the necessity of submitting this Ordinance to meet the election scheduling demands, an emergency exists, and the provisions of this Ordinance are hereby declared to be necessary to the immediate preservation of the public health and safety, and it shall become effective upon adoption and compliance with the provisions of Section 31-16-105, Colorado Revised Statutes.

INTRODUCED, READ AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 25th day of August, 2020.

PUBLISHED in the Fort Lupton Press 2nd day of September 2020.

EFFECTIVE the 25th day of August 2020.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Pena, City Clerk

Approved as to Form:

Andy Ausmus, City Attorney

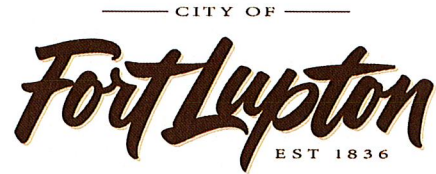
Exhibit A

RETAIL MARIJUANA SALES TAX

SHALL CITY OF FORT LUPTON TAXES BE INCREASED BY ONE HUNDRED THOUSAND DOLLARS (\$100,000) ANNUALLY IN THE FIRST FISCAL YEAR (2021), AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING AN ADDITIONAL SALES TAX OF 7% ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, IF THE REGISTERED ELECTORS OF THE CITY DETERMINE TO ALLOW THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, WITH THE TAX REVENUES BEING USED TO FUND GENERAL GOVERNMENT EXPENSES AS DETERMINED BY THE CITY COUNCIL, WITH THE RATE OF THE TAX BEING ALLOWED TO BE INCREASED OR DECREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF TAXATION DOES NOT EXCEED 10%, AND WITH THE RESULTING TAX REVENUE BEING ALLOWED TO BE COLLECTED AND SPENT AS A VOTER APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY EXPENDITURE, REVENUE RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, § 20, OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Yes:_____ No:_____

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-152

**APPROVING AN INTERGOVERNMENTAL AGREEMENT TO PARTICIPATE IN WELD COUNTY'S
DESIGNATION OF AN URBAN COUNTY MUNICIPALITY THAT MAY BE ABLE TO SEEK FUNDS
THROUGH THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG) FROM
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

I. **Agenda Date:** Council Meeting – 08/25/2020

II. **Attachments:**

- a. AM 2020-065
- b. Attachment A: Amended Changes to the CDBG IGA
- c. AMENDMENT to Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County Between the County of Weld and the City of Fort Lupton to be signed

III. **Summary Statement:**

On March 17, 2020 Council approved the intergovernmental agreement (IGA) to participate in Weld County's designation of an Urban County municipality. This gave the City of Fort Lupton the ability to seek funds through the allocation of Community Development Block Grants from the U.S. Department of Housing and Urban Development (HUD). Since that date, some amendments have been made to the agreement by the Department of Housing and Urban Development.

IV. **Submitted by:**


Glenda G. Aretxuloeta, Assistant City Administrator

V. **Finance Reviewed**


Finance Director

VI. **Approved for Presentation:**

City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

As stated in AM 2020-065 This will provide the opportunity and possible funding for improvements on qualifying housing and provide assistance to low and moderate-income persons who may need help in upgrading their homes. Funds may also be used to improve infrastructure, utilities, private sidewalks, roofing and more.

Weld County is seeking the designation of an Urban County through the U.S. Department of Housing and Urban Development (HUD). If the County qualifies, the County will be eligible to receive an allocation of Community Development Block Grant (CDBG) funds. The goal of the CDBG program at the Weld County level is to provide funds for decent housing and suitable living environments, along with economic opportunities, principally for low- and moderate income persons.

Weld County is seeking municipalities that are not Entitlement Cities i.e. cities with a population of less than 50,000 to participate, which the City of Fort Lupton qualifies for. The goal of Weld County is to receive nearly one million dollars for each of the next three years beginning FY 20-21. The Grant Program will be operated by the County and the City will then able to apply for CDBG funds through this program.

We recently received correspondence from our local Community Development Block Grant office (CDBG) in Weld County letting us know that HUD has amended the previous Intergovernmental Agreement (IGA) AM 2020-065 and is requiring a signature that we agree to the changes.

This amendment needs to be formally accepted with a signature, and returned to our local CDBG office, along with a copy of the minutes of the council meeting that approves this AM.

X. Legal/Political Considerations:

XI. Alternatives/Options:

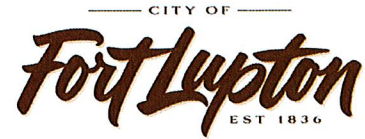
XII. Financial Considerations:

This section is primarily for more complicated issues that involve grants, debt financing, etc., If the item is already budgeted and no additional funds are necessary, then the fiscal note on page one should suffice. If this section does not apply, put "Not Applicable".

XIII. Staff Recommendation:

Sign the Amendment to the Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County Between the County of Weld and the City of Fort Lupton.

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespino, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-065

APPROVING AN INTERGOVERNMENTAL AGREEMENT TO PARTICIPATE IN WELD COUNTY'S DESIGNATION OF AN URBAN COUNTY MUNICIPALITY THAT MAY BE ABLE TO SEEK FUNDS THROUGH THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG) FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

I. **Agenda Date:** Council Meeting – March 17, 2020

II. **Attachments:** a. Letter from Weld County
b. IGA

III. **Summary Statement:**

Participating as a municipality in the Weld County Urban Designation through the U.S. Department of Housing and Development (HUD). This will provide the opportunity and possible funding for improvements on qualifying housing and provide assistance to low and moderate-income persons who may need help in upgrading their homes. Funds may also be used to improve infrastructure, utilities, private sidewalks, roofing and more.

IV. **Submitted by:**


Glenda G. Aretxuloeta, Assistant City Administrator

V. **Finance Reviewed**


Finance Director

VI. **Approved for Presentation:**


City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

Weld County is seeking the designation of an Urban County through the U.S. Department of Housing and Urban Development (HUD). If the County qualifies, the County will be eligible to receive an allocation of Community Development Block Grant (CDBG) funds. The goal of the CDBG program at the Weld County level is to provide funds for decent housing and suitable living environments, along with economic opportunities, principally for low- and moderate income persons.

Weld County is seeking municipalities that are not Entitlement Cities i.e. cities with a population of less than 50,000 to participate, which the City of Fort Lupton qualifies for. The goal of Weld County is to receive nearly one million dollars for each of the next three years beginning FY 20-21. The Grant Program will be operated by the County and the City will then able to apply for CDBG funds through this program.

The local Weld County program will exempt the City of Fort Lupton from applying for funding from the State of Colorado CDBG as well as preclude the City from participating in other HOME or ESG consortiums. While the City would be exempt from these programs through the State of Colorado, they will automatically be included in these programs through Weld County.

X. Legal/Political Considerations:

The U.S. Department of Housing and Urban Development requires municipalities in the Urban County designation to sign an intergovernmental agreement (IGA) referred to as a "Cooperation Agreement". This agreement has already been reviewed by our City Attorney, Andy Ausmus.

XI. Alternatives/Options:

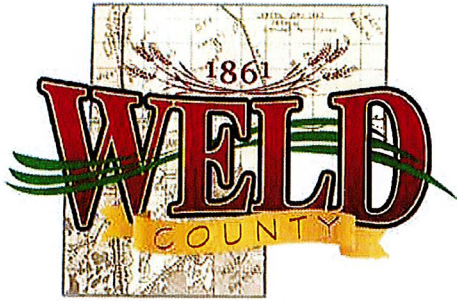
- a. Opt out of being an Urban County Designation through Weld County

XII. Financial Considerations:

Costs will be determined by the programs requirements for staff administration time, matching funds and in kind work.

XIII. Staff Recommendation:

Approve Agreement 2020-?? authorizing the City of Fort Lupton to be included in the Weld County Urban County designation and become eligible for CDBG funding through Weld County.



OFFICE OF BOARD OF COMMISSIONERS

PHONE: 970-336-7204

FAX: 970-336-7233

1150 O STREET

P.O. BOX 758

GREELEY, COLORADO 80632

March 4, 2020

The Honorable Zo Stieber
Mayor of Fort Lupton
130 S. McKinley
Fort Lupton, CO 80621

Dear Mayor Stieber,

We are pleased to inform you the U.S. Department of Housing and Urban Development (HUD) notified Weld County that it may qualify for designation as an Urban County. Weld County intends to seek that designation and, if successful, will be eligible to receive an allocation of Community Development Block Grant (CDBG) funds for federal fiscal years 2020-21.

The goal of the CDBG program is to provide funds for decent housing and suitable living environments, along with the expansion of economic opportunities, principally for low- and moderate-income persons.

HUD requires municipalities within Weld County that are not Entitlement Cities to notify HUD and the county of its intent to be included or excluded for participation in Weld County's designation of an Urban County. This designation will allow Weld County to receive nearly one million dollars for each of the next three years to be used to principally benefit low- and moderate-income persons both in your community and in unincorporated portions of the county through a grant program operated by the county.

If your municipality is included in the Urban County designation, HUD requires an intergovernmental agreement (IGA), called a Cooperation Agreement, to be made with Weld County. As a result of participation in the Urban County, the local government will be exempt from applying for CDBG funding from the State of Colorado or participating in other HOME or ESG consortiums. Should Weld County receive a percentage of HOME or ESG funding, incorporated municipalities participating in the CDBG program are automatically included in a HOME or ESG consortium with Weld County.

HUD requires municipalities to notify Weld County and HUD in writing of their intent to be included or excluded from the Urban County by June 2, 2020. We would appreciate the opportunity to further discuss this program with the you. We request you send us the signed Intergovernmental Agreement as soon as possible. Please feel free to contact Don Sandoval CDBG Manager at dosandoval@weldgov.com or 1150 O Street, PO Box 758, Greeley, CO 80632 with any questions.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Mike Freeman, Chair

c: Don Sandoval, CDBG Manager

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCT OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN WELD COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this ____ day of _____, 2020, by and between County of Weld, by and through the Board of County Commissioners of County of Weld, whose address is P.O. Box 758, 1150 O Street, Greeley, CO 80632, a body corporate and politic of the State of Colorado, hereinafter referred to as "County," and City of Fort Lupton, whose address is 130 S. McKinley Avenue, Ft. Lupton, CO 80621, a municipality located in Weld County, State of Colorado, hereinafter referred to as "Municipality." County and Municipality may be referred to collectively as "Parties," and individually as "Party."

WITNESSETH:

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 ("the Act") thereby permitting and providing for the participation of the Federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and the expansion of economic opportunities, mainly for persons of low and moderate-income. This objective is to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act via the Community Development Block Grant ("CDBG") program; and

WHEREAS, HUD rules and regulations governing the CDBG Program, as published in 24 C.F.R., Volume 3, Subtitle B, Chapter V, Part 570 ("CDBG Regulations"), provide that a county must qualify as an "Urban County," as defined therein, and submit to HUD an annual request for funding in the form of a Three (3) year Consolidated Plan ("Consolidated Plan") and an Annual Action Plan ("AAP") or a Three (3) year Consolidated Plan with an Annual Action Plan component ("CPAAP"). The municipalities and other units of local government within an Urban County may be included in the Urban County by intergovernmental or cooperative agreement and may thereby be included in the Urban County's CDBG Program; and

WHEREAS, Weld County wishes to obtain Urban County classification for the next three successive fiscal years 2021 -2023 and future years; and

WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2020-2022 are published in HUD Notice CPD-19-04, "Instructions for Urban County Qualification for Participation in the

Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2020-2022;”
and

WHEREAS, HUD has determined that County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted County pursuant to §§ 29-3-101 to 123, §§ 30-11-101 to 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422, Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, it is recognized that County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of Municipality and, therefore, its ability to conduct the CDBG Program in Municipality is limited. Accordingly, in order for Municipality to be considered a part of the Urban County and be included in County’s annual requests to HUD for CDBG Program funds, CDBG regulations require that Municipality and County enter into a cooperation agreement wherein Municipality authorizes and agrees to cooperate with County to undertake or to assist in the undertaking of essential community development and housing assistance activities within the boundaries of Municipality, as may be approved and authorized in County’s annual grant agreements with HUD; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18 and § 29-1-203, C.R.S., as amended, County and Municipality are expressly authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each; and

WHEREAS, County and Municipality have determined that it would be mutually beneficial and in the public interest to enter into this Agreement. Municipality that has entered into an intergovernmental agreement with the County shall be considered a “Participating Jurisdiction” and shall be eligible to participate in the County’s CDBG programs for the County’s qualification period.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, County and Municipality agree as follows:

I. TERM OF AGREEMENT:

This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be for three (3) program years, beginning **July 1, 2020**, ending **June 30, 2023**. Funding for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

This Agreement shall automatically be renewed for an additional three (3) year term unless either party provides written notice that it elects not to participate in a new qualification period. By the date specified in HUD’s Urban County qualification notice for the next qualification period, County shall provide notice to Municipality of its right not to participate in the additional

term, pursuant to applicable HUD regulations. Any changes to this Agreement required pursuant to HUD's Urban County Qualification Notice shall be made by written amendment to this Agreement, which shall be mutually agreed upon and executed by both Parties hereto and submitted to HUD.

This Agreement shall remain in effect until the CDBG funds and Program Income ("PI") received with respect to activities carried out during the three-year qualification period and any applicable successive qualification periods pursuant to renewals of the Agreement are expended and the funded activities completed, and County and Municipality cannot terminate or withdraw from the Agreement while it remains in effect.

II. RESPONSIBILITIES OF MUNICIPALITY:

- A. Municipality and County Cooperation.** Municipality will cooperate and work with County in the preparation of detailed projects and other activities to be conducted or performed within Municipality during the Federal fiscal years during which this Agreement is in effect. Municipality will also cooperate with County, and County will cooperate with Municipality, to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The finalized projects and activities will be included in County's AAP when required, annually. Municipality understands and agrees, however, that County shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. Municipality shall cooperate fully with County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit County to undertake or assist in undertaking essential community development and housing assistance activities within Municipality as may be approved and authorized in County's CDBG Plans, Agreements and/or Contracts, including the AAP, when required.
- B. Delegation of Administrative and Supervisory Control.** Municipality acknowledges that County is ultimately responsible to HUD for the supervision and administration of any funds received by the Urban County or Participating Jurisdiction under the CDBG Program.
- C. Subrecipient Agreements.** Pursuant to CDBG Regulations, as published in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.501(b), Municipality is subject to the same requirements applicable to "subrecipients," including the requirement of a written agreement as set forth in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.503. Additionally, County shall use Sub-recipient Agreements for all projects administered on behalf of Municipality and shall notify Municipality of individual project and/or Activity County approvals. The Agreements may contain the Project Name, Project Purpose, Scope of Service, Project Description, Performance Measures, Staffing and Description of System Delivery, Project Budget, Time of Performance, Reporting Requirements, Labor Standards requirements (if any), Environmental Review Requirements and other Financial Information. This Agreement shall govern such elements as PI, Reversion of Assets, Records, Reports and Asset Management.

D. Project Timelines. The timeline for a project or activity shall commence when County provides written notification to Municipality of proposal/project/activity approval and authorization by County and/or HUD and a fully executed Subrecipient Agreement. Municipality shall submit to County, no less frequent than annually, formal Municipality proposals, including a timeline and budget for each project or activity. The timeline shall specify the length of time needed for each phase through the completion of the project or activity. Municipality shall comply and/or require its contractors and/or sub-contractors to comply with the timelines submitted and Municipality shall allocate the funds received hereunder accordingly. Municipality understands that failure to comply with the timelines may result in cancellation of a project or activity and/or the loss of CDBG funding, unless County determines that extenuating circumstances beyond Municipality control exist, permitting the project to proceed and be completed in a reasonable time. Unobligated or unexpended funds not used by Municipality shall be transferred to the allocation formula for redistribution. County will review all CDBG projects and activities to determine whether they are being carried out in a timely manner as required by CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.902.

E. Payment Process.

1. **Applications for Funding.** Before County distributes any funds to Municipality under this Agreement, Municipality shall submit to County an application for funding, which shall be in the form and format specified by County and in compliance with HUD regulations.

F. Non-Appropriation Clauses. Municipality agrees that every contract to which it is a party involving the use of CDBG funds allocated hereunder shall include a non-appropriation clause. Such clause shall state that the funding therefore is contingent upon the continuing allocation and availability of CDBG funding and not upon the availability of County General Funds.

1. **Accounting Standards.** Municipality's financial management system shall be in compliance with the standards specified in OMB Circular A-87. In addition, Municipality shall comply with OMB Circular A-110, Attachment F, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

G. Expenditure Restrictions. All CDBG funds approved by HUD for expenditure under County's Grant Agreement, including those that are identified for Municipality projects and activities, shall be allocated to the specific projects and activities described and listed in Municipality's proposal for funding, Agreements, and Contracts; such funds shall be used for no other purposes. No project, activity, or the amount allocated to a given project or activity may be changed without the written concurrence of County and/or HUD, as required.

H. **Additional Spending Limitations.** Municipality understands that, while this Agreement is in effect, it may not apply for grants under the “Small Cities” or State CDBG Programs and HOME consortium with other local governments, except through the County regardless whether the County receives a HOME allocation for the Federal fiscal years during which it is participating in the Urban County’s CDBG Program.

I. **Municipality as Independent Contractor.** Municipality shall be responsible for the direct day-to-day supervision and administration of the projects and activities for which it receives funding under this Agreement. As such, Municipality shall be deemed to be acting as an independent contractor and not as an employee of County. Municipality shall be solely and entirely responsible for its acts and omissions, and the acts and omissions of its elected officials, employees, servants, contractors, and subcontractors during the term and performance of this Agreement. No elected official, employee, servant, contractor, or subcontractor of Municipality shall be deemed to be an employee, servant, contractor, or subcontractor of County because of the performance of any services or work under this Agreement. Municipality, at its expense, shall procure and maintain workers’ compensation insurance and unemployment compensation insurance as applicable and/or required by law. **Pursuant to the Workers’ Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, Municipality understands that it and its elected officials, employees, and agents are not entitled to workers’ compensation benefits from County. Municipality further understands that it is solely obligated for the payment of Federal and State income tax on any moneys earned pursuant to this Agreement, as applicable. Unemployment insurance benefits will not be available to Municipality unless unemployment coverage is provided by the Municipality or some other entity.**

J. **Excessive Force.** Municipality has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

K. **Record Retention.** Municipality shall maintain records and accounts of the funds it receives hereunder in accordance with accepted accounting procedures and any applicable Federal and State laws and regulations. Municipality will provide full access to these records to County, the Secretary of HUD or the Secretary’s designee, the Office of Inspector General, and/or the General Accounting Office, so that compliance may be confirmed regarding the expenditure of funds pursuant to this Agreement. Municipality further agrees to provide County, upon request, a copy of any audit records pertaining to Municipality’s CDBG Program operations during the term of this Agreement.

Municipality shall retain all records pertaining to this Agreement for a period of ten (10) Federal fiscal years following the termination of this Agreement.

- L. Termination Asset Management.** If Municipality terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 24 C.F.R. Volume 1, Subtitle A, Part 85 and any other applicable HUD and/or Federal regulations.
- M. Compliance With Local Laws.** All responsibilities of Municipality enumerated herein shall be subject to applicable State statutes and regulations and Municipality ordinances, resolutions, and rules and regulations insofar as they apply to projects or activities located within Municipality.

III. RESPONSIBILITIES OF COUNTY:

- A. Administrative Oversight.** County, as a designated Urban County and Participating Jurisdiction, is ultimately responsible for the administrative oversight and supervision of all funds. As such, it is responsible for ensuring that all funds allocated to Municipality are expended in accordance with the AAP, all Agreements and/or Contracts, and all applicable Federal, State, and local laws, ordinances, resolutions, regulations, and laws pertaining to this Agreement. It is the intent of County to exercise only that degree of administrative and supervisory control concerning Municipality projects and activities as necessary to comply with such requirements and in accordance with the provisions of this Agreement and any Subrecipient Agreement.
- B. Distribution of Funds.** The distribution of CDBG funds between County and Municipality shall be determined as follows:
 - 1. Administrative Allocation.** County shall retain up to twenty percent (20%) of the total CDBG Program funds allocated to County for the purpose of general oversight, management, coordination and related costs. The expenditure of these funds shall be within the sole discretion of County for the aforementioned purposes.
 - 2. Allocations to Participating Jurisdictions.** The funds remaining after the subtraction of the administrative allowance outlined above shall be made available to the County and Participating Jurisdictions.
 - 3. Application Compliance.** All applications for funds must comply with all applicable Federal laws and regulations before any funds may be distributed.
 - 4. Benefit to Low and Moderate Income Residents.** CDBG National Objectives require that at least seventy (70%) of CDBG funds utilized must principally benefit low-to-moderate-income residents. County and Municipality agree to utilize their CDBG Program allocations each year in accordance with CDBG Program National Objective requirements by allocating at least seventy (70%) percent of their funds

toward projects or activities that principally benefit low-to-moderate income residents. In preparing applications for funding, Municipality shall also take into consideration provisions for the elimination of slums or blight and provisions to meet urgent community development needs that are a threat to public health and safety and have become known or serious within the last eighteen (18) months, which are also part of the CDBG Program National Objectives.

IV. MUTUAL RESPONSIBILITIES AND MISCELLANEOUS PROVISIONS:

- A. Compliance With Federal Laws and Regulations.** The Parties shall take all actions to do all things that are appropriate and required to comply with the applicable provisions of the grant agreements received from HUD by County in which Municipality is included. These include but are not limited to: the Act, as most recently amended, including all associated regulations, rules, guidelines, and circulars promulgated by the Federal departments, agencies, and commissions relating to the CDBG Program; the Davis-Bacon Act, as applicable; Section 3, as applicable; Minority-Owned Businesses/Women-Owned Businesses, as applicable; the Contract Work Hours and Safety Standards Act; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; the Housing and Community Development Act of 1974; The Fair Housing Act; the Uniform Federal Accessibility Standards (UFAS); the Americans With Disabilities Act (ADA); and the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended, and any associated regulations and rules. Additionally, in accordance with 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570, no employee, official, agent or consultant of the Municipality shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise. The Parties shall take all actions necessary to assure compliance with County's Urban County certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
- B. Governmental Immunity.** County and Municipality are "Public Entities" as defined under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. Nothing in this Agreement shall be construed to waive or in any manner limit any of the protections or immunities afforded thereunder.
- C. Fair Housing.** County is prohibited from funding activities that do not comply with HUD's policies and regulations concerning fair housing. Municipality agrees to affirmatively further fair housing. Municipality agrees not to take any actions pursuant to funding it receives under this Agreement that would result in County being in noncompliance with its Fair Housing Certification. Municipality acknowledges that noncompliance by Municipality may constitute noncompliance by County, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing within its own jurisdiction or that impedes County's actions to comply with County's Fair Housing Certification.

D. Reporting. Municipality will file all reports and other information necessary to comply with applicable Federal laws and regulations as required by County and HUD. This includes providing to County information necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) in a timely fashion. Requirements will be specified in individual Agreements and/or Contracts. County shall be responsible for confirming the compliance of Municipality projects with applicable Federal laws and regulations. County shall further be responsible for maintaining proper documentation of County's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable Federal agencies in a timely fashion.

1. Support of Nonprofit Organizations. County recognizes nonprofit organizations as being valuable partners in addressing the needs of low and moderate-income citizens. Municipality is encouraged to provide financial support utilizing its General funds, CDBG funds, and other available funds to support nonprofit organizations that serve low-income residents within the Urban County and/or Municipality. CDBG funds should supplement activities above and beyond what local Municipality funds normally support; they are not meant to displace use of local support.

2. Termination. This Agreement may only be terminated as provided herein or as otherwise provided by Federal, State, or local law, ordinance, resolution, regulation, or rule.

E. Entire Agreement. This writing constitutes the entire Agreement between the Parties with respect to the subject matter herein, and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

F. No Third-Party Beneficiary Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement shall be incidental beneficiary only.

G. Severability. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.

H. Modification and Breach. This Agreement contains the entire Agreement and understanding between the Parties and supersedes any other Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No

Attachment A: Amended Changes to the CDBG IGA

The amendment changes are:

First change

Change From last Whereas on page 1 of the original IGA which reads: WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2020-2022 are published in HUD Notice CPD-19-04, “Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2020-2022;”

Change To: WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2021 through 2022 and are published in HUD Notice CPD-20-03, “Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2021-2023;

Next Change

Change From page 2 Section I paragraph 1: This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be for three (3) program years, beginning **July 1, 2020**, ending **June 30, 2023**. Funding for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

Change To: This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be three years covered by the urban county qualification period of Federal Fiscal Year 2021 through 2023. Funding for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

Next Change

Change From page 2 Section I paragraph 2: This Agreement shall automatically be renewed for an additional three (3) year term unless either party provides written notice that it elects not to participate in a new qualification period. By the date specified in HUD’s Urban County qualification notice for the next qualification period, County shall provide notice to Municipality of its right not to participate in the additional term, pursuant to applicable HUD regulations. Any changes to this Agreement required pursuant to HUD’s Urban County Qualification Notice shall be made by written amendment to this Agreement, which shall be mutually agreed upon and executed by both Parties hereto and submitted to HUD.

Change To: This Agreement shall automatically be renewed for an additional three (3) year term unless either party provides written notice that it elects not to participate in a new qualification period. Each party must adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period; the amendment must be submitted to HUD as provided in the urban county qualification notice; and Failure to comply will void the automatic renewal for such qualification period.

Next Change

Change From page 3 Section II A. : Municipality will cooperate and work with County in the preparation of detailed projects and other activities to be conducted or performed within Municipality during the Federal fiscal years during which this Agreement is in effect. Municipality will also cooperate with County, and County will cooperate with Municipality, to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The finalized projects and activities will be included in County's AAP when required, annually. Municipality understands and agrees, however, that County shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. Municipality shall cooperate fully with County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit County to undertake or assist in undertaking essential community development and housing assistance activities within Municipality as may be approved and authorized in County's CDBG Plans, Agreements and/or Contracts, including the AAP, when required.

Change To: The County and the municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

Next Change

Change From page 5 Section II H. : Municipality understands that, while this Agreement is in effect, it may not apply for grants under the "Small Cities" or State CDBG Programs and HOME consortium with other local governments, except through the County regardless whether the County receives a HOME allocation for the Federal fiscal years during which it is participating in the Urban County's CDBG Program.

Change To: By executing the CDBG cooperation agreement, the included municipality understands that it:

- a. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program.
- b. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments.
- c. May receive a formula allocation under the ESG Program only through the urban county.

Next Change

Change From page 6 Section II L.: If Municipality terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 24 C.F.R. Volume 1, Subtitle A, Part 85 and any other applicable HUD and/or Federal regulations.

Change To: If Municipality terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 2 CFR Part 200 and any other applicable HUD and/or Federal regulations.



AMENDMENT to
Intergovernmental Agreement for Conduct of
Community Development Block Grant Program in Weld County
Between the County of Weld
And
[City of Fort Lupton]

This Amendment to Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County (the “Amendment”) is made and entered into _____ day of _____ by and between the County of Weld, by and through the Board of County Commissioners of County of Weld (the “County”), and [City of Fort Lupton] (the “Municipality”).

WITNESSETH:

WHEREAS, the parties entered into an Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County (the “Agreement”) dated March 17, 2020, identified by the Weld County Clerk to the Board of County Commissioners as document No. [2020-1126], and approved on [April 15, 2020]; and

WHEREAS the parties hereby agree to amend the Agreement to incorporate the CDBG Program requirements described in Notice CPD-20-03, Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2021-2023 (the “Notice”).

NOW THEREFORE, in consideration of the premises, the parties hereto covenant and agree as follows:

1. The reference to Notice CPD-19-04 is amended to reflect Notice CPD-20-03, the current rules and regulations to qualify as an Urban County for Fiscal Years 2021-2023.
2. The first paragraph of Section I of the Agreement is hereby replaced with the following:

This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be three years covered by the urban county qualification period of Federal Fiscal Year 2021 through 2023. Funding for this Agreement is based on the Federal fiscal year which begins October 1st and ends September 30th of the following year.

3. The second paragraph of Section I of the Agreement is hereby replaced with the following:

This Agreement shall automatically be renewed for additional three (3) year qualification periods unless either party provides written notice that it elects not to participate in a new qualification period. Each party must adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period; the amendment must be submitted to HUD as provided in the urban county qualification notice; and failure to comply will void the automatic renewal for such qualification period.

4. Section II.A. of the Agreement is hereby amended to include the following statement:

The County and the municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

5. Section II.H. of the Agreement is hereby replaced with the following:

By executing the CDBG cooperation agreement, the included municipality understands that it:

- a. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program;
- b. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments; and
- c. May receive a formula allocation under the ESG Program only through the urban county.

6. Section II.L. of the Agreement is hereby replaced by the following:

If Municipality terminates its participation in the urban county CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 2 CFR Part 200 and any other applicable HUD and/or Federal regulations.

7. All other terms and conditions of the Original Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day, month, and year first above written.

COUNTY:

ATTEST:
Weld County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: _____
Deputy Clerk to the Board

(Current BOCC Chair Name), Chair

[City of Fort Lupton]:

[Municipality]
[Address]
[City, State Zip]

By: _____
[Name of Authorized Signor], [Title]

Date: _____

NOTE: The meeting will be held at City Hall in the Council Chambers. You are welcome to attend either in person or remotely through GoToMeetings. For your safety and ours we will be enforcing social distancing protocols, including but not limited to, limiting the number of people allowed into Council Chambers at a time, encouraging the use of face masks, and requiring a six-foot separation. Additional instructions on meeting conduct will be provided prior to the start of the meeting.

When calling in, please be sure to mute your microphone on your computer, phone or tablet. City Staff and/or the Mayor will provide instructions on when and how comments can be made by the public. Other instructions on meeting conduct will be provided at the start of the meeting.

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

Call: United States (Toll Free): 1 866 899 4679

- One-touch: tel:+18668994679,,623516477#

United States: +1 (312) 757-3117

- One-touch: [Tel:+13127573117,,623516477#](tel:+13127573117,,623516477#)

Access Code: 623-516-477

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If you have already installed the app, click on the following link:

<https://Global.Gotomeeting.Com/Join/623516477>

Please read the entirety of the procedures listed below for your use.

Remote Participation: Options for Remote Participation

1. By Telephone: Members of the public who wish to provide public comment on any item must call:

1 866-899-4679 or 1 (312) 757-3117, then there will be a prompt to enter the Access Code 623-516-477.

2. By Electronic Mail: Members of the public may also provide public comment or comment on a specific item by sending an email to cityclerk@fortluptonco.gov. The email must be received by 6:00 p.m. the day of the meeting. Your email will be read to the City Council.

3. In Person: To promote social distancing, the lobby at City Hall will have a tablet available to participate electronically if you would like to provide public comment. There will be seating spread six feet apart throughout the lobby while waiting for the opportunity to speak