



# City Council Regular Meeting Agenda

May 19, 2026 at 6:00 PM

Emily Francis, Mayor  
Julie Pignataro, District 2, Mayor Pro Tem  
Chris Conway, District 1  
Josh Fudge, District 3  
Melanie Potyondy, District 4  
Amy Hoeven, District 5  
Anne Nelsen, District 6

City Council Chambers  
300 Laporte Avenue, Fort Collins  
& via Zoom at  
<https://zoom.us/j/98241416497>  
Cablecast on FCTV  
Channel 14 on Connexion  
Channel 14 and 881 on Xfinity

Carrie Daggett  
City Attorney

Kelly DiMartino  
City Manager

Delynn Coldiron  
City Clerk

City Council members may participate in this meeting via electronic means pursuant to their adopted policies and protocol: [Rules of Procedure](#)

## ATTENDANCE OPTIONS

- Meetings are open to the public and can be attended by anyone in person, through the Zoom platform (<https://zoom.us/j/98241416497>) or by phone.
- Meetings are televised live on Channels 14 & 881 on cable television and livestreamed on the City's website, [fortcollins.gov/Government/Get-Involved/FCTV](http://fortcollins.gov/Government/Get-Involved/FCTV)
- All speakers are required to sign up to speak prior to 5:30 pm using the online sign-up system available at [fortcollins.gov/Government/City-Council/Council-Meetings](http://fortcollins.gov/Government/City-Council/Council-Meetings). The sign-up portal is available once the upcoming Council agenda is posted Thursday at 5pm.

Full instructions for online participation are available at [fortcollins.gov/Government/City-Council/Council-Meetings](http://fortcollins.gov/Government/City-Council/Council-Meetings).

### Participate via phone using this call in number and meeting ID:

Call in number: 720 928 9299

Meeting ID: 982 4141 6497

During public participation opportunities in the meeting, press \*9 to indicate a desire to speak.

### Submit written comments:

- Email comments about any item on the agenda to [cityleaders@fortcollins.gov](mailto:cityleaders@fortcollins.gov)
- Written comments can be mailed or dropped off at the City Manager's Office at City Hall, at 300 Laporte Ave, Fort Collins, CO 80521.

**PROCLAMATIONS & PRESENTATIONS**  
**5:00 PM**

**A) PROCLAMATIONS AND PRESENTATIONS**

PP 1. **Award Presentation for the Vision Zero for Youth U.S. Leadership Award**

PP 2. **Declaring the Week of May 9-17, 2026 as Armed Forces Week.**

PP 3. **Declaring the Week of May 24-30, 2026 as Flood Awareness Week.**

**REGULAR MEETING**  
**6:00 PM**

**B) CALL MEETING TO ORDER**

**C) PLEDGE OF ALLEGIANCE**

**D) ROLL CALL**

**E) CITY MANAGER'S AGENDA REVIEW**

- City Manager Review of Agenda
- Consent Calendar Review, including removal of items from Consent Calendar for individual discussion.

**F) COMMUNITY REPORTS**

1. **Community Report: 2025 Poudre River Public Library District Annual Report**

The purpose of this item is to share the 2025 Poudre River Public Library District Annual Report and current Strategic Plan.

**G) PUBLIC COMMENT ON ANY TOPICS OR ITEMS OR COMMUNITY EVENTS**

Individuals may comment regarding any topics of concern, whether or not included on this agenda. Comments regarding land use projects for which a development application has been filed should be submitted in the development review process\*\* and not to Council.

- Those who wish to speak are required to sign up using the online sign-up system available at:

<https://www.fortcollins.gov/Government/City-Council/Council-Meetings>

- Each speaker will be allowed to speak one time during public comment. If a speaker comments on a particular agenda item during general public comment, that speaker will not also be entitled to speak during discussion on the same agenda item.

- All speakers will be called to speak by the presiding officer from the list of those signed up. After everyone signed up is called on, the presiding officer may ask others wishing to speak to identify themselves by raising their hand (in person or using the Raise Hand option on Zoom), and if in person then will be asked to move to one of the two lines of speakers (or to a seat nearby, for those who are not able to stand while waiting).

- The presiding officer will determine and announce the length of time allowed for each speaker.
- Each speaker will be asked to state their name and general address for the record, and, if their comments relate to a particular agenda item, to identify the agenda item number. Any written comments or materials intended for the Council should be provided to the City Clerk.
- A timer will beep one time and turn yellow to indicate that 30 seconds of speaking time remain and will beep again and turn red when a speaker's time has ended.

[\*\*For questions about the development review process or the status of any particular development, consult the City's Development Review Center page at <https://www.fortcollins.gov/Business/Building-and-Development/Development-Review>, or contact the Development Review Center at 970.221.6760.]

## H) PUBLIC COMMENT FOLLOW-UP

## I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

### CONSENT CALENDAR

The Consent Calendar is intended to allow Council to spend its time and energy on the important items on a lengthy agenda. Staff recommends approval of the Consent Calendar. Agenda items pulled from the Consent Calendar by either Council or the City Manager will be considered separately under their own Section, titled "Consideration of Items Removed from Consent Calendar for Individual Discussion." Items remaining on the Consent Calendar will be approved by Council with one vote. The Consent Calendar consists of:

- Ordinances on First Reading that are routine;
- Ordinances on Second Reading that are routine;
- Those of no perceived controversy;
- Routine administrative actions.

#### 1. **Consideration and Approval of the Minutes of the May 5, 2026 Regular Meeting.**

The purpose of this item is to approve the minutes of the May 5, 2026 Regular Meeting.

#### 2. **Second Reading of Ordinance No. 048, 2026, Appropriating Prior Year Reserves for the Broadband Infrastructure Buildout Project and Related Art in Public Places.**

This Ordinance, unanimously adopted on First Reading on May 5, 2026, appropriates 2025 prior year reserves received in 2025 as unanticipated revenue to the non-lapsing Broadband Infrastructure Buildout project. Aspects of the project include buildout to Multi-Dwelling Units, customer installations, asset management, and related art in public places.

In August 2025, Connexion received \$2,917,016 in proceeds related to the Open International utility billing software judgment which were assigned as revenue in the Other Non-Operating account. When netted with the balance of Connexion's revenue, Connexion revenue exceeded budgeted revenue by \$2,216,181.

Therefore, this appropriation is for the total excess fund revenue budget of \$2,216,181 to Broadband Infrastructure Buildout capital project to support anticipated growth in 2026 and beyond.

**3. Second Reading of Ordinance No. 049, 2026, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Vine Drive Bridge Replacement Project and Related Art in Public Places.**

This Ordinance, unanimously adopted on First Reading on May 5, 2026, enables the City to expend local funds for the Vine Drive Bridge Replacement project (Project). The funds will be used to design and construct the replacement of the existing bridge conveying Vine Drive over Lake Canal. The replacement bridge will meet current standards, accommodate anticipated levels of traffic, and provide the bicycle and pedestrian facilities recommended in the adopted Active Modes Plan. If approved, the item will: 1) transfer \$1,935,500 in Bridge Program funds to the Project; 2) appropriate \$1,423,010 of Transportation Capital Expansion Fee reserve funds to the Project; 3) transfer \$400,000 of Community Capital Improvement Program – Pedestrian Sidewalk (CCIP-PS) funds to the Project; 4) transfer \$100,000 of Community Capital Improvement Program – Bicycle Infrastructure Improvements (CCIP-BII) funds to the Project; 5) appropriate \$753,135 of Transportation Services Reserve Funds to the Project; 6) transfer \$22,654 (1% of the eligible funds) in capital project funds to the Art in Public Places (APP) Program.

**4. Second Reading of Ordinance No. 050, 2026, Authorizing a Mid-year Budget Appropriation from the Airport Fund for Northern Colorado Regional Airport.**

This Ordinance, unanimously adopted on First Reading on May 5, 2026, approves a mid-year budget appropriation of \$378,057 from the Airport fund to support six priority projects and initiatives identified by Airport staff. Of this amount, \$228,057 is an appropriation of new revenue received in the Airport Fund and \$150,000 is a re-appropriation of funds previously appropriated in 2025. These efforts are focused on strengthening operational safety and real-time airfield visibility, enhancing security and regulatory compliance, maintaining critical infrastructure, aligning the Airport’s budget with current operating demands, and advancing strategic initiatives to establish a clear brand and attract future commercial airline service.

The proposed funding will enable the Airport to make targeted investments that align with long-term strategic goals and to improve overall performance and service levels.

**5. Second Reading of Ordinance No. 051, 2026, Appropriating Prior Year Reserves from the Parking Fund for Permit and Citation Management Software Replacement.**

This Ordinance, unanimously adopted on First Reading on May 5, 2026, appropriate reserves from the Parking Fund to support Parking Fund Reserves for Permit and Citation Management Software Replacement.

**6. First Reading of Ordinance No. 053, 2026, Appropriating Unanticipated Philanthropic Revenue Received Through City Give.**

The purpose of this item is to request an appropriation of \$80,074 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City’s strategic priorities and the respective donors’ designation.

In 2019, City Give, a formalized enterprise-wide initiative was launched to create a transparent, non-partisan governance structure for the acceptance and appropriations of charitable gifts.

**7. First Reading of Ordinance No. 054, 2026, Appropriating Prior Year Reserves and Unanticipated Grant Revenue from the U.S. Department of Commerce Broadband Equity, Access, and Deployment Program.**

The purpose of this item is to appropriate \$1,511,782 of unanticipated grant revenue from the U.S. Department of Commerce for the Broadband Equity, Access and Deployment (BEAD) program. This is a pass-through grant managed by the Colorado Broadband Office with a required local match of \$531,167. This appropriation is contingent upon execution of the associated grant agreement and includes a sunset date of December 31, 2026, if such agreement is not finalized.

**8. First Reading of Ordinance No. 055, 2026, Making a Supplemental Appropriation for Grant Revenue from the State of Colorado Office of Economic Development and International Trade Creative Industries Division for the Fort Collins Creative District.**

The purpose of this item is to appropriate \$7,500 of unanticipated grant revenue from the Colorado Office of Economic Development and International Trade's (OEDIT) Colorado Creative Industries (CCI) Division for the Fort Collins Creative District.

**9. Items Related to Waste Programs.**

A. First Reading of Ordinance No. 056, 2026, Amending Sections 12-32 and 15-413 of the Code of the City of Fort Collins to Align City Waste Hauler Requirements with the State of Colorado Extended Producer Responsibility Program.

B. First Reading of Ordinance No. 057, 2026, Amending Section 12-30 of the Code of the City of Fort Collins to Update the Residential Waste Collection Program to Add a Multi-Housing Variance.

The purpose of this item is to update City Code to modify the Hauler Licensing Program to align with the new state Extended Producer Responsibility Program and to modify the Contracted Residential Waste Collection Program to include an additional variance option for owners of small multi-unit residences.

**10. Items Relating to Municipal Court Sentencing and Default Code Updates.**

A. First Reading of Ordinance No. 058, 2026, Amending Certain Provisions of the Code of the City of Fort Collins Concerning Default Judgments to Extend the Time to File a Motion to Set Aside a Default Judgment.

B. First Reading of Ordinance No. 059, 2026, Repealing and Reenacting as Amended Section 1-15 of the Code of the City of Fort Collins Concerning General Penalties to Align with State Law Following *In re People v. Camp* and *In re People v. Simons*.

The purpose of this item is to amend provisions of the City Code to align the City's penalty framework and related procedures with recent Colorado Supreme Court decisions in *In re People v. Camp* and *In re People v. Simons* as phase 1 of the Municipal Court sentencing Code update.

These decisions clarify that municipalities may not impose penalties that exceed those authorized under state law for substantially similar conduct. The proposed amendments establish a sentencing structure consistent with state law, ensure that municipal penalties do not exceed applicable state limits, and improve clarity within the Code.

The Municipal Court and City Prosecutor's Office have been operating in compliance with these decisions since they were published. The proposed amendments formalize current practice and provide clear guidance moving forward.

Additionally, the two sections of the Code will be updated to increase the time period a defendant has to file a request to set aside a default judgment from seven to fourteen days.

**11. Items Relating to the Peakview Annexation No. 2.**

A. Resolution 2026-071 Setting Forth Findings of Fact and Determinations Regarding the Peakview Annexation No. 2.

B. Public Hearing and First Reading of Ordinance No. 060, 2026, Annexing the Property Known as the Peakview Annexation No. 2 to the City of Fort Collins, Colorado.

The purpose of this item is to annex approximately 70 acres of land into the City of Fort Collins. The Peakview Annexation No. 2 is a 100% voluntary annexation located on the northeast corner of East Mulberry Street (State Highway 14) and Greenfields Drive intersection, within the East Mulberry Corridor and the Fort Collins Growth Management Area (the "GMA"). The site is made up of the Cooper Slough Hunting Club parcel along with Lots 1–5 and Outlot C of the Parkview PLD, which was recorded and approved in Larimer County (the "County") in 2022. The annexation meets all State of Colorado statutory requirements for voluntary annexation, including a contiguous perimeter of 54.50%, above the one-sixth (16.67%) minimum required by State statute. The annexation is within the East Mulberry Enclave and will be added and studied as part of the Threshold Report anticipated to be shared with City Council May 2026. The annexation is also consistent with the Intergovernmental Agreement for the GMA between the City and the County. There is a related agenda item for zoning on the property.

**12. First Reading of Ordinance No. 061, 2026, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Peakview Annexation No. 2 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map and Lighting Context Area Map.**

The purpose of this item is to place initial zoning on approximately 70 acres of land included in the Peakview Annexation No. 2. The proposed zoning, as recommended by staff and the Planning and Zoning Commission (Commission), places approximately 29.49 acres into the Medium Density Mixed-Use Neighborhood Zone District (MMN), approximately 26.92 acres into the General Commercial Zone District (CG), and approximately 13.35 acres into the Industrial Zone District (I). Staff also recommends placement of the property into the Residential Neighborhood Sign Zone District (RNS) and the LC2 Lighting Context Area. Approval of the CG zoning is conditional and includes two conditions agreed upon by the applicant and City staff that ensure the General Commercial area functions consistently with the neighborhood-serving commercial intent of the East Mulberry Corridor Plan. The first condition limits purely residential uses within the CG zoning for a period of five years from the date of annexation approval, or until a grocer between approximately 10,000 and 70,000 square feet is under construction within a 1.5-mile radius of the subject property, whichever occurs first. The second condition requires that future development on the CG-zoned land contribute to a cohesive, visually integrated, and functionally linked development pattern with the adjacent Mulberry and Greenfields PUD commercial core (Bloom Filing Nine) and surrounding MMN areas.

**This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 2(d) of the Council's Rules of Meeting Procedures adopted in Resolution 2024-148.**

**13. Items Relating to Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project.**

A. Second Reading of Ordinance No. 052, 2026, Appropriating Prior Year Reserves and Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project and Related Art in Public Places.

B. Resolution 2026-072 Authorizing the Execution of an Intergovernmental Grant Agreement Between the City of Fort Collins and the State of Colorado Nonattainment Area Air Pollution Mitigation Enterprise (NAAPME) for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project.

C. Resolution 2026-073 Authorizing the Execution of an Amendment to an Intergovernmental Agreement Between the City of Fort Collins, Larimer County, and the Colorado Department of Transportation for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project.

Ordinance No. 052, 2026, unanimously adopted on First Reading on May 5, 2026, appropriates federal, State of Colorado Nonattainment Air Pollution Mitigation Enterprise (NAAPME), Colorado Department of Transportation (CDOT), and local funds for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Pproject (Project). The funds will be used to complete design and construction of transportation improvements along Taft Hill Road, between Horsetooth Road and Brixton Road. These improvements will create safer conditions for pedestrians, cyclists, and motorists traveling the corridor.

The two resolutions authorize the City to receive and expend the funding appropriated in Ordinance No. 052, 2026. One resolution will authorize an intergovernmental grant agreement with NAAPME, and the second resolution will authorize an amendment to an intergovernmental agreement with CDOT and Larimer County.

**14. Resolution 2026-074 Making an Appointment to the Platte River Power Authority Board.**

The purpose of this item is to appoint a new City representative to the Platte River Power Authority Board to fill the vacancy created by Tyler Marr’s resignation from the Board.

**END OF CONSENT CALENDAR**

**J) ADOPTION OF CONSENT CALENDAR**

**K) CONSENT CALENDAR FOLLOW-UP** (This is an opportunity for Councilmembers to comment on items adopted or approved on the Consent Calendar.)

**L) STAFF REPORTS - None.**

**M) COUNCILMEMBER REPORTS**

**N) CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT CALENDAR FOR INDIVIDUAL DISCUSSION**

**O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION - None.**

The method of debate for discussion items is as follows:

- Mayor introduced the item number and subject; asks if formal presentation will be made by staff
- Staff presentation (optional)
- Mayor requests public comment on the item (three minute limit for each person)

- Council questions of staff on the item
- Council motion on the item
- Council discussion
- Final Council comments
- Council vote on the item

Note: Time limits for individual agenda items may be revised, at the discretion of the Mayor, to ensure all have an opportunity to speak. The timer will buzz when there are 30 seconds left and the light will turn yellow. It will buzz again at the end of the speaker's time.

**P) RESUMED PUBLIC COMMENT (if applicable)**

**Q) OTHER BUSINESS**

**OB 1. Possible consideration of the initiation of new ordinances and/or resolutions by Councilmembers.**

(Three or more individual Councilmembers may direct the City Manager and City Attorney to initiate and move forward with development and preparation of resolutions and ordinances not originating from the Council's Policy Agenda or initiated by staff.)

**OB 2. Possible Consideration of a Motion to Direct Staff on Flock/ALPR Usage:**

"I move that City Council direct staff to negotiate a change to the City's contract with Flock Safety to delete all of the City's data after \_\_\_ days, rather than after 30 days, along with other contract revisions staff has identified as beneficial."

**OB 3. Consideration of a Motion to Call a Special Meeting on Tuesday, June 9, 2026:**

"I move that City Council call a special meeting pursuant to Section 2-29 of the City Code to be held at 6:00 p.m. on Tuesday, June 9, 2026, for the purpose of considering a motion to go into executive session to conduct the mid-year performance reviews of the Council's direct report employees."

**R) ADJOURNMENT**

Every regular Council meeting will end no later than midnight, except that: (1) any item of business commenced before midnight may be concluded before the meeting is adjourned and (2) the Council may, at any time prior to adjournment, by majority vote, extend a meeting beyond midnight for the purpose of considering additional items of business. Any matter that has been commenced and is still pending at the conclusion of the Council meeting, and all matters for consideration at the meeting that have not yet been considered by the Council, will be deemed continued to the next regular Council meeting, unless Council determines otherwise.

Upon request, the City of Fort Collins will provide language access services for individuals who have limited English proficiency, or auxiliary aids and services for individuals with disabilities, to access City services, programs and activities. Contact 970.221.6515 (V/TDD: Dial 711 for Relay Colorado) for assistance. Please provide advance notice. Requests for interpretation at a meeting should be made by noon the day before.

A solicitud, la Ciudad de Fort Collins proporcionará servicios de acceso a idiomas para personas que no dominan el idioma inglés, o ayudas y servicios auxiliares para personas con discapacidad, para que puedan acceder a los servicios, programas y actividades de la Ciudad. Para asistencia, llame al 970.221.6515 (V/TDD: Marque 711 para Relay Colorado). Por favor proporcione aviso previo cuando sea posible. Las solicitudes de interpretación en una reunión deben realizarse antes del mediodía del día anterior.

**File Attachments for Item:**

**PP 2. Declaring the Week of May 9-17, 2026 as Armed Forces Week.**

## PROCLAMATION

**WHEREAS**, the military community has long existed within the staff of the City of Fort Collins, Poudre Library District, and the Poudre Fire Authority. The military community spans several groups of membership and includes active duty, reservist, veterans, and their families; and

**WHEREAS**, the City of Fort Collins supports the Military Community Employee Resource Group as being established to offer City employees a place to connect, find resources, and provide support; and

**WHEREAS**, the Employee Resource Group will support and advocate for City of Fort Collins and allied agency veterans, active duty, reservists, and military families; and

**WHEREAS**, the Military Community Employee Resource Group will honor military service members and their families' sacrifice, dedication and commitment by identifying challenges and advancing opportunities through awareness, support, training, career enrichment, and providing recommendations to City leadership; and

**WHEREAS**, Armed Forces Week is a time to honor the men and women who serve in the military, and to remember their service and sacrifice. Armed Forces Week takes place the week leading up to Armed Forces Day, the third Saturday of May each year; and

**WHEREAS**, the Employee Resource Group supports those active duty, reservists, veterans, and their families and would like to recognize their service during Armed Forces Week.

**NOW, THEREFORE**, I, Emily Francis, Mayor of the City of Fort Collins, do hereby proclaim May 9-17, 2026, as

### ARMED FORCES WEEK

in recognition of the military staff members of the City of Fort Collins and allied agencies and their dedication to service of our greater community.

**IN WITNESS, WHEREOF**, I have hereunto set my hand and the seal of the City of Fort Collins this 19th day of May, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

**File Attachments for Item:**

**PP 3. Declaring the Week of May 24-30, 2026 as Flood Awareness Week.**



## PROCLAMATION

**WHEREAS**, April to September is the season most commonly associated with snowmelt flooding and thunderstorm flash flooding; and

**WHEREAS**, Fort Collins has experienced the social, economic and environmental consequences of loss of life and damage to property caused by flood disasters; and

**WHEREAS**, emergency preparedness depends on the leadership and efforts of public officials dedicated to public safety and requires the establishment of farsighted and proactive public policy; and

**WHEREAS**, Fort Collins Utilities has received a Community Rating System Class 2 designation by the Federal Emergency Management Agency, recognizing the City's comprehensive Stormwater and Floodplain Management Program; and

**WHEREAS**, Fort Collins community members have benefited from past investment in stormwater infrastructure, while additional infrastructure is still needed to continue to mitigate flooding in areas that are not yet protected; and

**WHEREAS**, by being informed and prepared and taking proper protective action, the residents of Fort Collins can reduce the potential for loss of life and damage to property when threatened by these events.

**NOW, THEREFORE**, I, Emily Francis, Mayor of the City of Fort Collins, do hereby proclaim May 24-30, 2026, as

### FLOOD AWARENESS WEEK

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the City of Fort Collins this 19th day of May, 2026.

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Mayor

ATTEST:

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City Clerk

**File Attachments for Item:**

**1. Community Report: 2025 Poudre River Public Library District Annual Report.**

The purpose of this item is to share the 2025 Poudre River Public Library District Annual Report.

May 19, 2026

# AGENDA ITEM SUMMARY

City Council



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## PRESENTER

Diane Lapierre, Executive Director, Poudre River Public Library District

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## SUBJECT FOR DISCUSSION

**Community Report: 2025 Poudre River Public Library District Annual Report.**

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## EXECUTIVE SUMMARY

The purpose of this item is to share the 2025 Poudre River Public Library District Annual Report.

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## ATTACHMENTS / LINKS

1. 2025 Annual Report
2. Presentation

**poudre libraries**

**freedom**

**Report to the Community – 2025**

# a message from the executive director

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## **Advancing the Library's Mission and Expanding Our Impact**

I'm pleased to present the Library District's annual report to the community and share many of the organization's accomplishments and innovations. This year's report focuses on the Library's mission in service to our community.

Poudre Libraries defined a new mission in 2023 to create opportunities and build connections to strengthen our community. It marked the district's expanding role as an essential center of learning, inspiration, and engagement. At the same time, with the help of community members, staff, and leaders, we launched a three-year strategic plan rooted in collaboration, equity, and community building. The 2023-2025 Strategic Plan centered on three areas where the Library could make a positive impact on our community and continue to grow library services.

I'm happy to say that we achieved our goals to create welcoming spaces where everyone feels like they belong; we developed intentional partnerships that aligned with shared community priorities and expanded the Library's impact; and we delivered dynamic library services throughout our district, connecting with people where they live and promoting learning opportunities.

The Library's 2025 Report to the Community covers the final year of that strategic plan and highlights key accomplishments and initiatives taken in service of our mission. We are grateful for library staff, partners, stakeholders, and community members whose collaboration and support have been invaluable in advancing our strategic goals.

As 2026 continues, we're excited to embark on a new strategic plan, grounded in community aspirations, that will guide library services for the next three years. We look forward to celebrating the 50th anniversary of Old Town Library and reflecting on the history of public libraries in Fort Collins. We're also committed to advancing our Southeast Community Center project in partnership with the City of Fort Collins and Poudre School District and are looking forward to a summer groundbreaking.

As I enter my fifth year as executive director of Poudre Libraries, I'm excited for our community and the role Poudre Libraries plays in its future. I encourage you to visit our libraries to see and take part in the amazing work happening every day.





# mission

To create opportunities and build connections to strengthen our community

# vision

To be a vibrant and essential center for learning, inspiration, and engagement

# values

- Curiosity
- Collaboration
- Innovation
- Inclusion
- Intellectual Freedom
- Accountability

# 2025 board of trustees

<b>Corey Radman</b>	President
<b>Hilary Herrmann</b>	Vice President
<b>Rick Rivera</b>	Secretary/Treasurer
<b>Joshua Fudge</b>	
<b>Anuja Riles</b>	
<b>Matt Schild</b>	
<b>Vicki Woods</b>	

# library leadership

- Diane Lapierre** Executive Director
- Ken Draves** Deputy Director
- Kristen Draper** Old Town Library Manager
- Currie Meyer** Council Tree Library Manager
- Molly Thompson** Harmony Library Manager
- Monique Ramos** Community Outreach Manager
- Tova Aragon** Collections Manager
- Xochil Arellano** Equity, Diversity, & Inclusion Manager
- Katie Auman** Communications & Development Director
- Mark Huber** IT & Facilities Manager
- Angela Kettle** Programming & Events Manager
- Sabrina Leslie** Human Resources Director
- Amy Lyons** Finance Director
- Selena Paulsen** Philanthropy & Partnerships Manager



# our mission

Poudre Libraries' mission defines the organization's purpose in the community, why we exist, and what we do to achieve our Vision.

Implies new possibilities for growth and success, of opening doors for people to learn and thrive.

create

Describes the Library's role in bringing something new into existence for people and with people. Library spaces, services, and resources are a source for generating new ideas and new experiences.

opportunities &

New and exciting things are built when people join together. The Library helps form lasting community foundations and social infrastructures.

build

Indicates the broader potential of the Library to serve the community. The Library can enhance community resilience, expand individual capability, and bridge social gaps.

connections

Connections among people, with stories and ideas, and across divides are made when people come together at the Library to learn, interact, and engage.

to strengthen

our community

Honors the Library's commitment to serving a diverse and growing community and supporting people from all walks of life, at every stage of life. We recognize the uniqueness of everyone who comes through our doors.

# create opportunities

At the heart of everything that Poudre Libraries does for the community is the desire to create opportunities for people to improve their own lives. By providing access to information, technology, resources, programs, and much more, the Library opens doors for personal and professional learning and exploration.

## Develop Digital Skills

The Digital Navigators of Larimer County service expanded from Harmony Library to Old Town Library in 2025.

These volunteers are AmeriCorps service members who are trained to assist individuals with using technology comfortably and to provide digital skill building support.

Last year, the Digital Navigators held 313 appointments and 42 drop-in sessions with community members at Poudre Libraries, providing more than 1,600 hours of service. Eighty-six percent of individuals who received drop-in help reported feeling “more confident” in their knowledge and skills after meeting with a Navigator.

**I enjoy volunteering with Poudre Libraries because I get to help people nurture a love of reading, community, and learning.**

**LUCY** *library volunteer*

## Create, Tinker, & Learn

An increase in maker programs at Poudre Libraries provided additional opportunities for people of all ages to develop new skills and interests through hands-on learning and discovery. Programs ranged from arts and crafts like printmaking, Sashiko mending, and etegami in the garden to technology-focused classes like 3D design and printing and programming ozobot robots.

We're excited to explore additional makerspace areas and activities through the Southeast Community Center project. The communal creative space will offer new pathways for exploration and innovation.

## Empower Teens & Young Adults

2025 saw many new opportunities for teens and young adults to learn and thrive at the libraries. Two of the past year's highlights:

- A new Teen World Languages collection was developed with recommendations from teens in the community. The collection includes popular fiction and graphic novels in French, German, Russian, Arabic, Italian, Japanese, Korean, Mandarin, and Latin.



- The Library partnered with ISAAC to host members of the Adelante Youth Fellowship Program and support their professional development. Andreina, one of the 2025 participants said, “Something I’ll take with me from this experience is the principle of learning and connecting with others. I learned a lot of skills including communication and problem solving that I will continue growing long after the Adelante program.”

ISAAC’s youth development program, launched in 2024, has been so successful at Poudre Libraries that we are expanding these opportunities in 2026.

## Did You Know?

Ten percent of the items added to the collection in 2025 came from community suggestions including the learning platforms **ABCmouse** and **LOTE4kids**. Poudre Libraries works to create a dynamic and diverse collection that reflects the community’s interests and needs and expands learning opportunities.

## 2023 – 2025 Strategic Plan Highlight

Focus Area **Dynamic Services**

### Evie, the Mobile Library

Poudre Libraries’ all-electric mobile library, affectionately called Evie, rolled out to the public in April 2023. Its purpose? To provide access and create opportunities for the community by delivering essential services to more remote locations, under-resourced communities, and individuals who are unable to access library buildings.

In the first eight months on the road, Evie traveled more than 2,100 miles, checked out over 6,000 items, and visited various neighborhoods and community events throughout our service area, from Livermore Elementary to Oakbrook Senior Living to the Farmers’ Market.

Today, the Evie team regularly hosts nearly 300 programs and welcomes over 8,000 people through its bookmobile doors each year. Evie is a popular feature at community events like Open Streets, Timnath Holiday Festival, and CSU Lagoon Concerts in addition to its regular weekly stops.



# build connections

When community members gather at the Library to read, learn, and share, they create meaningful connections—among neighbors, with stories and ideas, and across differences. In these welcoming spaces, conversations spark understanding, relationships take root, and something stronger is built together than anyone could create alone.

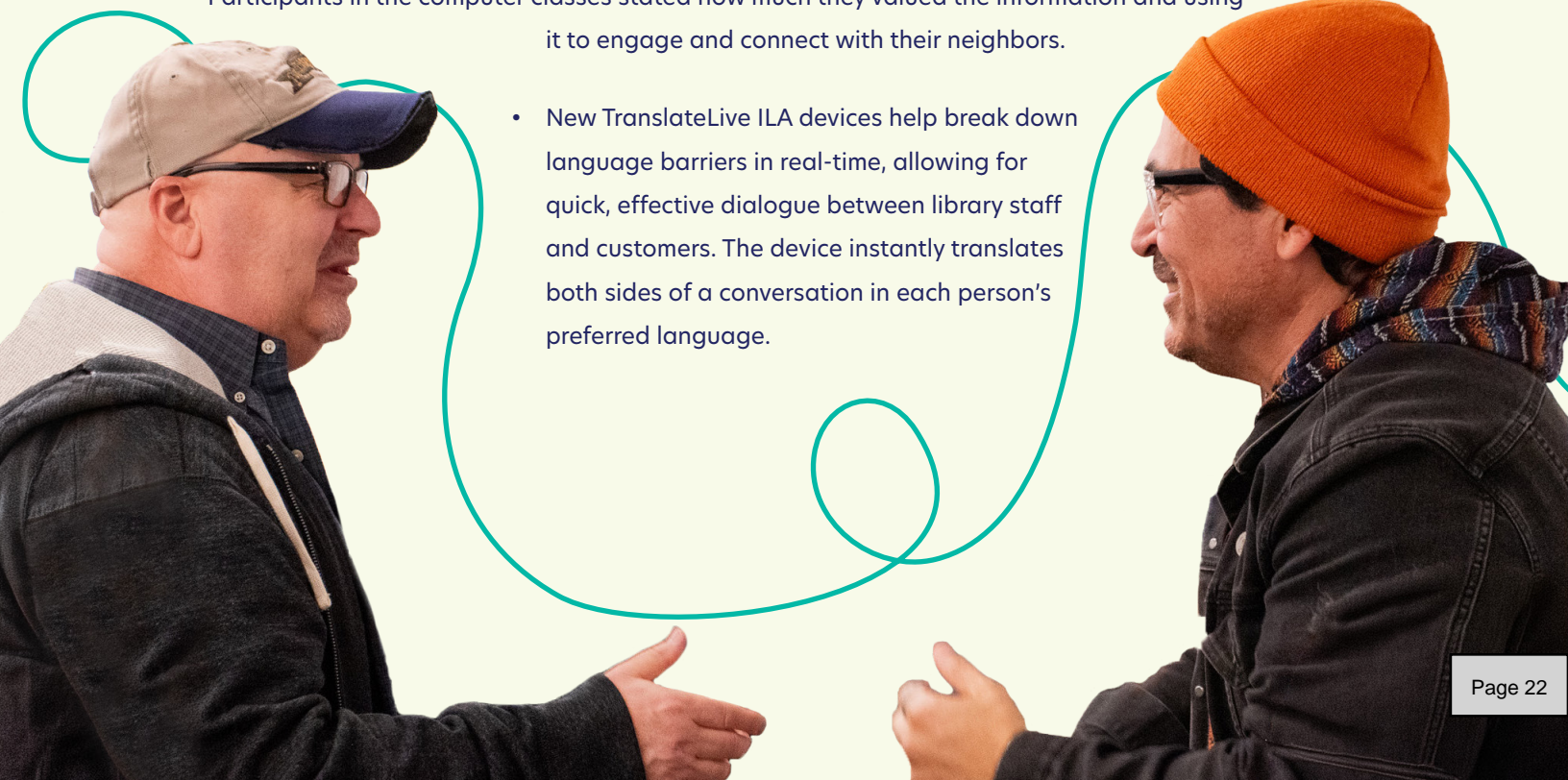
## Connecting Across Languages

In 2025, the Library actively worked to build connections with community members who speak languages other than English and/or are in the process of learning English. The goal was simple: to assist them in accessing library resources and creating personal and professional learning opportunities.

- Collaborated with Poudre School District, ISAAC, and Fuerza Latina to launch in-person and virtual beginner English language classes and address a gap in the community. Approximately 25 learners participated in the courses, ranging from beginner to intermediate levels. Classes continue in 2026 to support additional learners.
- Held Spanish-language computer classes for senior adults in partnership with La Familia and Mi Voz. Participants in the computer classes stated how much they valued the information and using it to engage and connect with their neighbors.
- New TranslateLive ILA devices help break down language barriers in real-time, allowing for quick, effective dialogue between library staff and customers. The device instantly translates both sides of a conversation in each person's preferred language.

**I enjoy welcoming the families into the Storytime room and seeing the children's smiling faces. It makes me happy to see the parents and caregivers connect and form relationships based on their shared experiences with their children.**

**SHANNON** *library volunteer for more than 10 years*





## Community Celebrations

A major highlight from 2025 was the Fort Collins Pride event which drew more than 4,000 attendees of all ages. Poudre Libraries collaborated with FoCo Pride, the City of Fort Collins, and other local partners to plan and produce the June event.

The Library also delivered dozens of programs and events that connected people across diverse interests, cultures, identities, and needs. Programs included jigsaw puzzle tournaments, book clubs, Día del Niño (Children's Day), a celebratory Autistic Joy event, and the NoCo Nautilus Youth Group which connects local LGBTQ+ youth and their allies.

**I feel so safe and accepted here, the facilitators are so, so amazing, and I've met so many new friends!**

**TEEN PARTICIPANT**  
*noco nautilus youth group*



## Did You Know?

Poudre Libraries hosts 10 different book clubs at its libraries and in the community! Each book group is designed with different types of readers, interests, and experiences in mind, from young adult fiction to classic (and new-classic) literature to monthly-themed reads.

## 2023 – 2025 Strategic Plan Highlight

Focus Area **Welcoming Spaces**

### You Belong Here

Creating a library space where people feel welcomed, comfortable, and safe takes more than just new furniture or carpet. Rather, it's an intentional act that demonstrates "we see you" and "you belong here."

Over the past three years, Library staff have worked hard to create an environment that fosters belonging, strengthens social connections, and serves as a "third place" outside of work and home for everyone in our community. Here are a few highlights of that work.

- A generous donation from The Don & May Wilkins Charitable Trust paved the way for the Teen Corner at Old Town Library. The space was designed with input from local teens and features new furniture, space for DIY activities, community resource information for teens, and a teen-created wall mural.
- The Nectary Pollinator & Sensory Garden blossomed thanks to support from Nature in the City. The garden provides a healthy environment for pollinators while extending library spaces outdoors for community programs and learning.
- The Library District received the high rating of "Good Accessibility" on a mobility-focused accessibility assessment of its three libraries. We further increased accessibility by opening public spaces and pathways to better access materials and services without obstruction; improved table seating arrangements and heights; and added adjustable height computer desks.



# strengthen our community

Poudre Libraries is dedicated to strengthening our community through our role as a vibrant and essential place for learning, inspiration, and engagement. A truly dynamic and accessible library can enhance community resilience, expand individual capability, and bridge social gaps.

## Southeast Community Center

In 2025, the Library continued to collaborate with our partners—the City of Fort Collins and Poudre School District—on designs for the Southeast Community Center (SECC) and community engagement activities.

Prior to finalizing floor plans and construction designs, the SECC team conducted a variety of staff and public engagement sessions at community events and at the libraries.

- A project website launched on the Fort Collins Our City site to keep the community informed about the project and offer opportunities to ask questions and participate in planning.
- Library staff participated in visioning workshops and discussed community needs for the library spaces.
- A project advisory group formed to assist the City and Library throughout the project lifecycle and serve as a sounding board for project planning.
- Various community sessions focused on gathering input on potential innovation and makerspace activities.
- One of the focus groups discussed universal design and accessibility considerations for the facility's recreation and library spaces with local service providers and families.

The gathered input helped to inform elements of the SECC design plans and will shape the project as it continues in 2026.



## Community Aspirations

“Turning Outward” became a prominent Library practice in 2025. The engagement model helps public organizations like Poudre Libraries better understand our community, be more proactive to community needs and issues, and put community aspirations at the center of planning and decision making.

From May to November, the Library hosted various in-person and online community engagement sessions as well as three larger Community Conversations. The information collected during these sessions reflected more than 1,300 individuals' perspectives and experiences living in Fort Collins and surrounding communities, and over 4,800 unique comments about people's aspirations for the community and ideas for moving forward.

**[Powerful Tools for Caregivers]**  
**lifted some feelings of isolation and uncertainty as I realized how similar my journey caring for my mom is to others and how my emotions are valid. I learned a couple of new strategies that are beneficial additions to my toolbox.**

**PROGRAM PARTICIPANT**

The community feedback, combined with staff input, helped inform the Library's 2026-2028 Strategic Plan and shape future opportunities for the library to serve and strengthen our community.

The strategic plan and “2025 Public Engagement & Community Conversations Summary Report” are available at [PoudreLibraries.org/plans](https://PoudreLibraries.org/plans).

## Did You Know?

In 2025, we hosted 54 programs led by community organizations. Some of the programs included “Powerful Tools for Caregivers” with The Larimer County Office on Aging, “Sandwich Generation Caregiver Group” with the Alzheimer's Association, and “Ukulele Play Along” with FORT Uke. Community-led programs are one way we leverage the expertise of our community to provide information and learning opportunities while the library provides the space and marketing.





## 2023 – 2025 Strategic Plan Highlight

Focus Area **Intentional Partnerships**

### **10 Years of Fort Collins Book Fest**

Poudre Libraries debuted the Fort Collins Book Fest in 2016. That first event featured 30 authors and presenters and attracted over 700 attendees. Since then, the festival has grown to become a highly anticipated community event with 2,000 participants annually and featuring authors such as Andy Weir, Camille Dungy, Sean Sherman, Oscar Hokeah, and Debra Jackson Taffa.

The event's success is due in part to a dynamic group of partners that we were fortunate to work with including Colorado State University Libraries and Department of English, City of Fort Collins, The Crowded Bookshelf, Old Firehouse Books, Fort Collins Museum of Discovery, Downtown Creative District, and many others.

The event has grown beyond the Library into a truly collaborative community event. In 2026, a new nonprofit organization takes the lead in directing and running the book fest.



# by the numbers

## A Community Hub

**24,169** new cardholders → **112,757** total cardholders  
*reflects changes to digital library card eligibility*

**816,954** people welcomed through the doors

**18,599** study room reservations by the community

**584** meeting room reservations by the community

**2,065** programs → **52,081** program attendees

**176** volunteers → **8,123** volunteer hours

## Lifelong Learning

**2,347,758**  
number of items in the collection

**332,379** physical    **2,015,379** digital

**3,062,467** total items borrowed

**1,973,897** physical    **1,088,570** digital

### Collection Update Digital Access

Since 2019, the Library has seen a 51% increase in digital borrows while navigating a 99% increase in costs for eBooks and eAudiobooks. In 2025, we updated our digital borrowing limits and digital access library card eligibility in order to balance the increasing demand and costs.

**192,385** database & eResource sessions

**69,427** interlibrary loans processed

**27,044** from poudre libraries      **42,383** to poudre libraries

## Technology Access

**850,906** website sessions

**357,797** app sessions

**170,964** wi-fi sessions

**83,795** public computer sessions

### Technology Update

#### New Website Launched

In January 2025, after gathering customer and staff input about the library website, we launched a newly redesigned and redeveloped site.

Highlights of the new site include:

- Improved navigation
- Keyword search on the catalog, website, and events calendar
- Mobile-responsive design and enhanced accessibility
- English and Spanish languages
- Library resources by age or area of interest

## Statement of Revenue & Expenditures

**\$16,560,057**

Operating & Capital Revenue\*

<b>86.0%</b>	property taxes	\$14,240,219
<b>6.4%</b>	investment income	\$1,055,604
<b>5.7%</b>	specific ownership	\$948,285
<b>0.9%</b>	donations	\$153,107
<b>0.6%</b>	grants	\$99,601
<b>0.2%</b>	miscellaneous	\$34,639
<b>0.2%</b>	finest & fees	\$28,602

**\$14,763,957**

Operating & Capital Expenditures\*

<b>56.4%</b>	personnel	\$8,326,151
<b>19.4%</b>	contracts	\$2,867,899
<b>12.9%</b>	books & materials	\$1,907,127
<b>8.2%</b>	capital outlay	\$1,206,648
<b>3.1%</b>	supplies	\$456,132

\*Please note that these are unaudited financials.



I like to play with people and read books.

**JOSIE** *young library fan*



# Poudre Libraries Report to the Community

Fort Collins City Council Meeting | May 19, 2026

Diane Lapierre, Executive Director, Poudre Libraries



# library mission

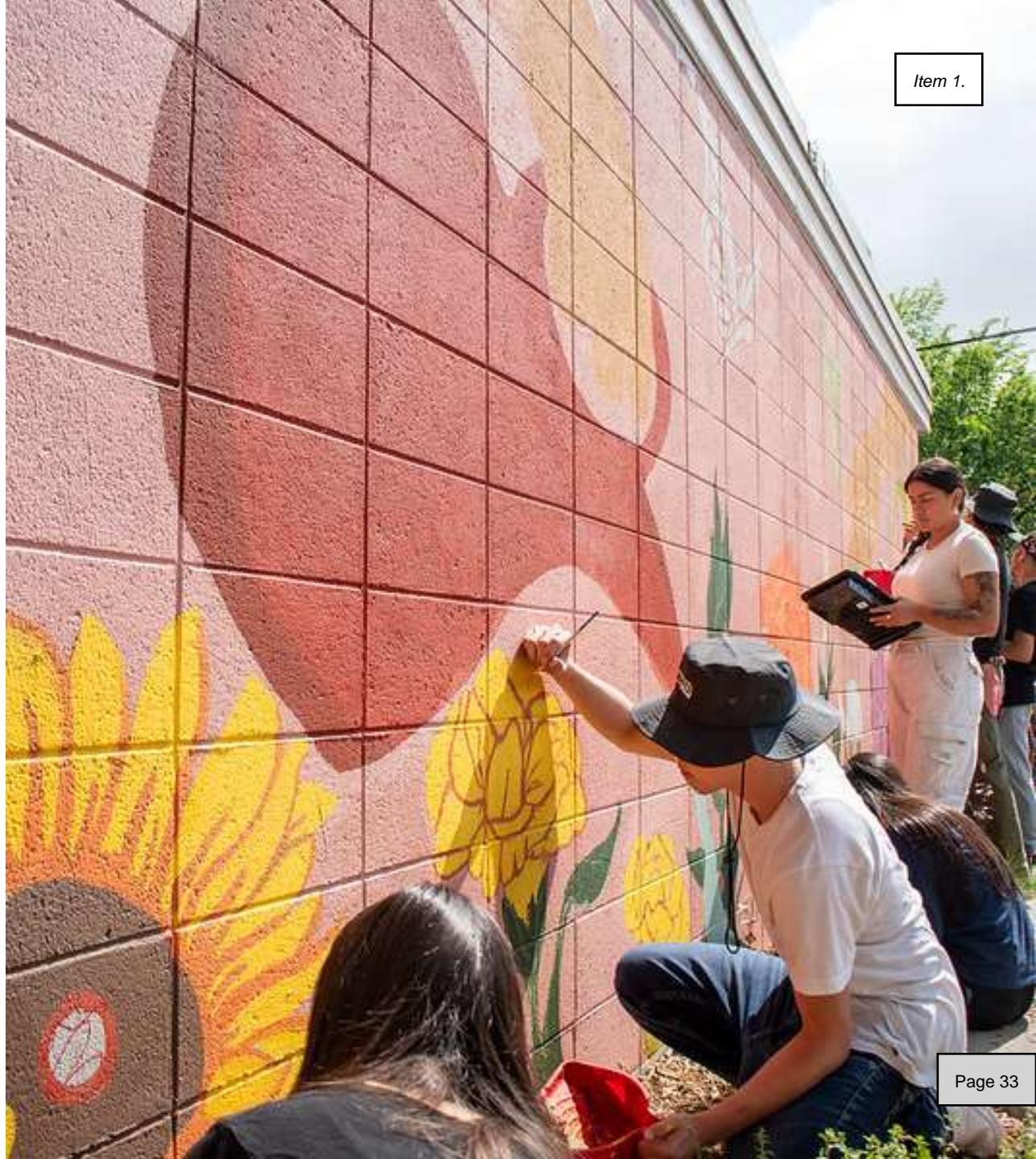
To create opportunities  
and build connections to  
strengthen our community



# create opportunities

## Learn & Thrive

- IMAGINANTES Summer Workshop 2025
- Career Online High School
- Social Services Partners
- Adelante Youth Fellowship Program w/ ISAAC



# build connections

## Bring People Together

- Fort Collins Pride 2025
- Autistic Joy celebration
- 2025 Fort Collins Book Fest
- Fiesta Familiar de Lotería
- Noches en Familia
- Community Conversations



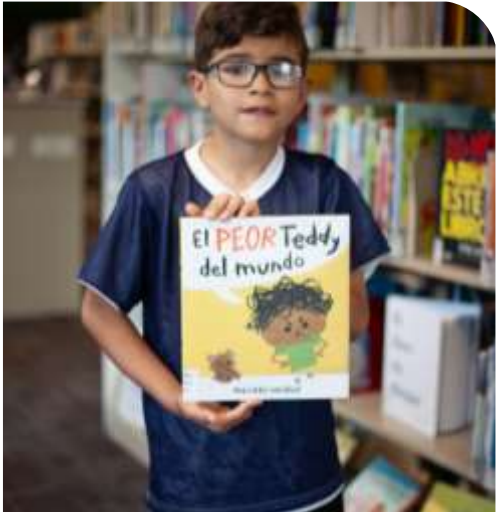
# new strategic plan



**Community  
Catalyzer**



**Social &  
Cultural  
Connector**

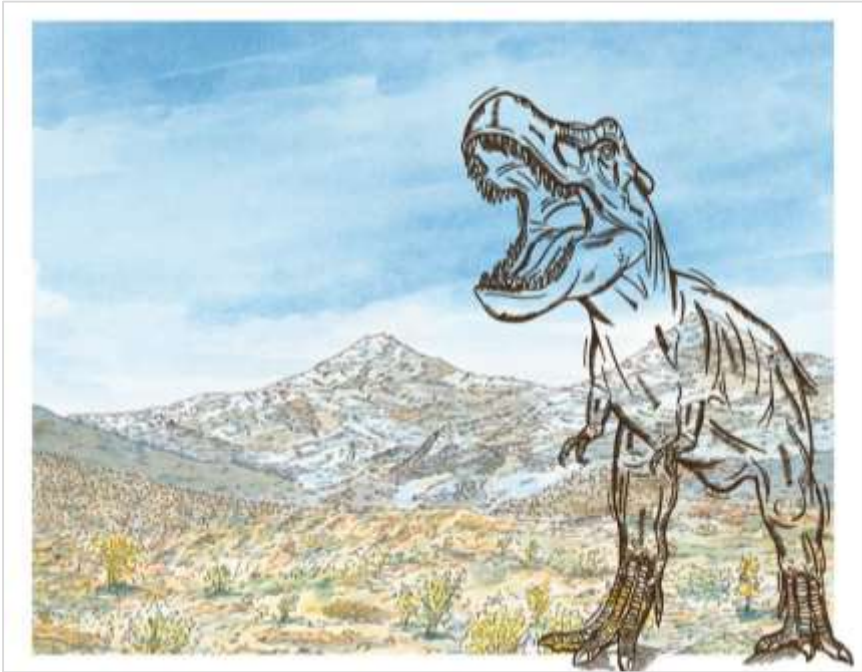


**Equal Access  
Champion**



**Resource  
Partner**

# what we're excited about in 2026



**Summer Adventure:  
Unearth a Story / Desentierra  
una historia**



**50<sup>th</sup> Anniversary  
Celebration of Main / Old  
Town Library**

# southeast community center project



# welcome to the library



# adult area + transition



# teen area



Item 1.

# children's area



# Thank you.

Diane Lapierre

[dlapierre@poudrelibraries.org](mailto:dlapierre@poudrelibraries.org)

**File Attachments for Item:**

**1. Consideration and Approval of the Minutes of the May 5, 2026 Regular Meeting.**

The purpose of this item is to approve the minutes of the May 5, 2026 Regular Meeting.

May 19, 2026



# AGENDA ITEM SUMMARY

City Council

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## STAFF

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Delynn Coldiron, City Clerk

## SUBJECT

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**Consideration and Approval of the Minutes of the May 5, 2026 Regular Meeting.**

## EXECUTIVE SUMMARY

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The purpose of this item is to approve the minutes of the May 5, 2026 Regular Meeting.

## STAFF RECOMMENDATION

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Staff recommends approval of the minutes.

## ATTACHMENTS

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1. Draft Minutes, May 5, 2026

**COUNCIL OF THE CITY OF FORT COLLINS, COLORADO**

**Council-Manager Form of Government**

**Regular Meeting – 6:00 PM**

**PROCLAMATIONS AND PRESENTATIONS**

**A) PROCLAMATIONS AND PRESENTATIONS**

- PP 1. **Declaring the Week of May 3-9, 2026 as National Travel and Tourism Week.**
- PP 2. **Declaring the Week of May 4-10, 2026 as Economic Development Week.**
- PP 3. **Declaring the Week of May 10-16, 2026 as National Police Week.**
- PP 4. **Declaring the Month of May 2026 as Historic Preservation Month.**

**REGULAR MEETING  
6:00 PM**

**B) CALL MEETING TO ORDER**

Mayor Emily Francis called the regular meeting to order at 6:00 p.m. in the City Council Chambers at 300 Laporte Avenue, Fort Collins, Colorado, with hybrid participation available via the City's Zoom platform.

**C) PLEDGE OF ALLEGIANCE**

Mayor Emily Francis led the Pledge of Allegiance to the American Flag.

**D) ROLL CALL**

**PRESENT**

- Mayor Emily Francis
- Mayor Pro Tem Julie Pignataro
- Councilmember Josh Fudge
- Councilmember Melanie Potyondy
- Councilmember Amy Hoeven
- Councilmember Chris Conway
- Councilmember Anne Nelsen

**ABSENT**

None

**STAFF PRESENT**

City Manager Kelly DiMartino  
 City Attorney Carrie Daggett  
 City Clerk Delynn Coldiron

**E) CITY MANAGER'S AGENDA REVIEW**

City Manager Kelly DiMartino provided an overview of the agenda, including:

- The published agenda has been amended to address an update to the language in Item No. 15, *Resolution 2026-070 Accepting and Adopting Ethics Opinion No. 2026-01 of the Ethics Review Board Advising Councilmember Anne Nelsen in Response to her Request for an Advisory Opinion.*
- Items 1-13 on the Consent Calendar are recommended for adoption.
- Two Discussion Agenda items, both of which are on Discussion to allow Councilmembers to recuse themselves due to conflicts of interest.

**F) COMMUNITY REPORTS – None.****G) PUBLIC COMMENT ON ANY TOPICS OR ITEMS OR COMMUNITY EVENTS**

Marge Norskog, member of the League of Women Voters but speaking for herself, commented on previous information she had shared with Council regarding requests for FLOCK data. She also spoke about the results of a CORA request related to the FLOCK contract. She stated staff and the Police are addressing citizen concerns as well as they can without involving Council; however, she stated it is important that Council get involved at the policy level and urged the passage of an ordinance that protects privacy.

Terri Paschetag, member of the League of Women Voters but speaking for herself, shared concerns about FLOCK cameras and how they impact civil liberties. She stated it is improbable that surveillance would be stopped and hoped Council would ask pertinent questions at next week's work session related to the surveillance and FLOCK data. She questioned whether other companies who provide these services would be more reliable than FLOCK.

Ezriah Shteir stated there would likely have been a great deal of public outcry over the initial FLOCK contract and suggested it is a deliberate strategy on FLOCK's part to have contracts occur without needing approval by elected officials. He stated FLOCK is offering a webinar for law enforcement on how to speak with City Councils and has posted information about how to fund ALPR programs, and none of the suggested funding sources require approval by elected officials. He stated FLOCK has no decency and is doing all it can to exploit the City and take its data.

Walid Rahman spoke in support of public safety approaches that protect the community and uphold the trust residents place in elected officials. He stated mass surveillance systems are dangerous and turn abuse into a predictable outcome, not a preventable exception. He provided examples of officers and FLOCK employees using ALPR systems to stalk and harass women. He urged Council to put a structure in place to protect the community.

Jeff Akkerman commented on civil rights and constitutional rights. He provided examples about following the letter of the law versus the spirit of the law and stated that applies to FLOCK cameras as well. He questioned whether FLOCK surveillance is in keeping with the spirit of the fourth amendment.

Michael Young noted he passed at least three FLOCK cameras as drove to City Hall and will pass them again on the way home. He stated the cameras will take between 36 and 72 pictures of his car during those six passages. He discussed a recent memo from Fort Collins Police Services regarding the path forward for FLOCK cameras in the city. He questioned whether it is appropriate to give up

the civil liberties guaranteed by the fourth amendment in exchange for a few arrests and citations, which may have been solved by traditional police work. He noted Fort Collins residents were never asked to consent to the intrusive technology and stated this is an unprecedented breach of public trust. He stated all ALPR cameras need to be removed from the city in order for residents to regain trust of the police.

Richard Kitchen, Fort Collins Immigration Partnership Team, stated the organization advocates for cities throughout Colorado to stop doing business with companies that profit from ICE enforcement, detention, and deportation actions. He provided examples of ICE's human rights abuses and stated he has shared a draft of a resolution with Councilmember Hoeven and Mayor Francis that addresses this issue and requested Council review and consider passing it. He stated the time is right for Fort Collins to take a strong stand against ICE having any presence in the city.

Andrea Dean noted she has spent time building systems that hold data and stated there is a tradeoff between privacy and safety. She stated surveillance does not make everyone safer and expressed concern about the use of FLOCK cameras and data. She stated people will change their behaviors when they know they are being tracked which hurts democracy.

Casey Lipok stated he understands the perception of the attributes of mass surveillance for law enforcement purposes; however, it is a dangerous proposition when not all variables are considered. He expressed concern about surveillance being used for nefarious purposes over time and urged Council to make an informed decision.

Alexander Woody, Ludega Facility Services founder, explained the work his company does cleaning Transfort buses. He stated an incumbent company has invoiced the City for 60 consecutive months of work it never performed and paid Ludega 40% of the contract amount to do 100% of the work. He stated this is a false claim subject to Federal Transit Administration oversight and submitted a protest of fraudulent activity document.

Karen Schwartz commented on an insult she experienced when leaving an event at FoCoMX and showed a photo of a man wearing a jacket with a swastika on the back. She stated antisemitism is a global issue and a Fort Collins issue that has been worsened by a lack of condemnation of the practice.

Rich Stave stated he is having trouble searching the City's new website and stated he no longer gets meeting notices via email. He questioned who gets notified about FLOCK data and how. He commented on the art installation at Harmony and College stating it is a hazard for pedestrians, cyclists, and drivers. He stated it seems that some of the installation is broken.

Almoni addressed the claims made at the last meeting from CSU students related to Israel and doxxing. She stated allegations like these are serious and that the inflammatory statements made at a CSU senate meeting were found to be false. She encouraged Council to request the full recording of the meeting and played part of the audio.

Spencer Burris, Northern Colorado Privacy Coalition, discussed how technology can be trusted and cited FLOCK's poor reputation. He spoke about the four options that were provided in the recent Police Services memo and noted problems with validation of protections in the options. He also expressed concern about the data being copied with no trail.

Ryan Burns, member of the Disability Advisory Board but speaking for himself, commented on a recent news article that described multiple Coloradans' experiences being approached and detained by police officers for suspected criminal activity due to license plates being matched to a list that was incorrectly input of officers in different parts of the state. He noted Fort Collins has active sharing agreements with the agencies mentioned in the article through the FLOCK system. He expressed concern about Fort Collins continuing to use the technology.

Greg Zoda noted his role as a legislative aide for a house member but stated he was speaking on his own behalf. He noted that community concerns of ALPR technology have increased and stated he has heard Council has some interest in the Protecting Everyone from Excessive Police Surveillance

Act as a way to balance community safety with individual liberty. He opposed the Act and shared related details.

Fred Kirsch, Community for Sustainable Energy, thanked Council for the direct questions asked at the Work Session regarding the Our Climate Future Strategic Funding Plan and stated Council needs to provide clear direction to staff and follow up. He commented on some areas that need additional clarification.

Kimberly Conner, member of the Human Services and Housing Funding Board, but speaking for herself, expressed support for limiting mass surveillance. She stated she previously had a home security system but removed it as it was connected to an online platform. She stated anything connected to the cloud is inherently unsecure, including surveillance used by the City, and there is no way to ensure it is protected. She stated using FLOCK camera data to help solve crimes is reactive in nature and there are always other forms of evidence. She also urged Council to speak against war crimes.

Tyler Davison spoke in opposition to FLOCK cameras and stated he has yet to hear anyone speak in favor of their use. He noted the widespread ire this has created among all political parties and provided some information about other communities that have ended their FLOCK contracts. He stated it is the duty of Council to protect Fort Collins residents' civil and constitutional rights and thanked Councilmember Conway for meeting with constituents on the issue.

Tyler Bigler stated he is a member of Strong Towns Fort Collins and wanted to follow up on a couple of road capital projects mentioned at last week's Work Session. He stated both were framed under Vision Zero, which is a specific framework with specific commitments related to reducing travel lanes, lowering design speeds, and cutting vehicle miles travelled. He stated the projects mentioned are road widening projects that create the exact conditions that produce the most severe crashes. Additionally, he expressed skepticism of the framing of the projects as being greenhouse gas emissions reduction projects.

Daniel, Northern Colorado Privacy Coalition, shared concerns about the four options provided in the Police Services memo and stated public trust needs to be rebuilt after the blatant mistake of installing the system without public comment. He stated the only appropriate way to move forward is to do so with public input.

Shannon Blasus noted he attended the Work Session regarding the Our Climate Future Strategic Funding Plan and commended Council for asking hard questions. He expressed concern about energy bills increasing and requested the City create an app to allow for the tracking of how much energy is being produced. He expressed support for forming a working group to look into the use of geothermal energy.

## H) PUBLIC COMMENT FOLLOW-UP

Mayor Francis noted there is a Work Session regarding FLOCK and ALPR next Tuesday, though no decisions will be made at that meeting.

Councilmember Potyondy noted staff will be reviewing Mr. Woody's document.

Councilmember Fudge requested staff assist Mr. Stave with the meeting notice email notifications. City Manager DiMartino replied that was a custom application that existed under the old website and it did not transfer as part of the functionality with the new website.

Councilmember Fudge requested staff inspect the art installation at Harmony and College for safety issues.

Councilmember Hoeven thanked the speakers.

## I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

None.

## J) CONSENT CALENDAR

### 1. Consideration and Approval of the Minutes of the April 21, 2026 Regular Meeting.

*The purpose of this item is to approve the minutes of the April 21, 2026 Regular Meeting.*

***Approved.***

### 2. Second Reading of Ordinance No. 043, 2026, Making a Supplemental Appropriation of Federal Transit Administration and Colorado Department of Transportation Grants to be Used Towards the Purchase of Six Compressed Natural Gas Buses.

*This Ordinance, unanimously adopted on First Reading on April 21, 2026, appropriates discretionary grant revenue that Transfort has been awarded by the Federal Transit Administration (FTA) and the Colorado Department of Transportation (CDOT). Transfort applied for and was awarded \$4,838,610 by FTA, and \$882,945 by CDOT in competitive grant funding to complete the purchase of six (6) compressed natural gas (CNG) buses to replace vehicles that have exceeded their useful life. This appropriation is contingent upon execution of the associated grant agreements and includes a sunset date of December 31, 2026, if such agreements are not finalized.*

***Adopted on Second Reading.***

### 3. Second Reading of Ordinance No. 044, 2026, Amending Section 26-289(5)(a) of the Code of the City of Fort Collins to Revise the Charges for Disposal at the Fort Collins Regional Sanitary Waste Transit Station for Septic Tanks, Vaults, Privies, and Portable Toilets.

*This Ordinance, unanimously adopted on First Reading on April 21, 2026, increases septage receiving fees to fund operations and the construction of a new septage receiving station at the*

*Drake Water Reclamation Facility (DWRF). The existing station requires upgrades to ensure permit compliance, resolve safety challenges, and manage significantly increased usage. The increase would be a phased-in approach for fee increases to full cost recovery, beginning with an increase in July 2026, with subsequent increases January 1, 2027, and January 1, 2028.*

***Adopted on Second Reading.***

4. **Second Reading of Ordinance No. 046, 2026, Authorizing the Leasing of City Property and Approving a Site Lease, a Lease Agreement, and Other Documents for the Financing of the Southeast Community Center and Other Capital Improvement Projects.**

*This Ordinance, unanimously adopted on First Reading on April 21, 2026, authorizes the issuance of Certificates of Participation (COPs) to finance the construction of the Southeast Community Center (SECC), a key community investment serving a growing area of the city.*

***Adopted on Second Reading.***

5. **Second Reading of Ordinance No. 047, 2026, Approving a Lease Agreement with the Poudre River Public Library District for use of a Portion of the Southeast Community Center.**

*This Ordinance, unanimously adopted on First Reading on April 21, 2026, obtains Council approval of an agreement associated with the Southeast Community Center project with Poudre River Public Library District. This ordinance is related to Resolutions 2026-063 to 2026-066, adopted by Council on April 21, 2026.*

***Adopted on Second Reading.***

6. **First Reading of Ordinance No. 048, 2026, Appropriating Prior Year Reserves for the Broadband Infrastructure Buildout Project and Related Art in Public Places.**

*The purpose of this item is to appropriate 2025 prior year reserves received in 2025 as unanticipated revenue to the non-lapsing Broadband Infrastructure Buildout project. Aspects of the project include buildout to Multi-Dwelling Units, customer installations, asset management, and related art in public places.*

*In August 2025, Connexion received \$2,917,016 in proceeds related to the Open International utility billing software judgment which were assigned as revenue in the Other Non-Operating account. When netted with the balance of Connexion's revenue, Connexion revenue exceeded budgeted revenue by \$2,216,181.*

*Therefore, this appropriation is for the total excess fund revenue budget of \$2,216,181 to Broadband Infrastructure Buildout capital project to support anticipated growth in 2026 and beyond.*

***Adopted on First Reading.***

7. **First Reading of Ordinance No. 049, 2026, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Vine Drive Bridge Replacement Project and Related Art in Public Places.**

*The purpose of this item is to enable the City to expend local funds for the Vine Drive Bridge Replacement project (Project). The funds will be used to design and construct the replacement of the existing bridge conveying Vine Drive over Lake Canal. The replacement bridge will meet current standards, accommodate anticipated levels of traffic, and provide the bicycle and*

pedestrian facilities recommended in the adopted Active Modes Plan. If approved, the item will:

- 1) transfer \$1,935,500 in Bridge Program funds to the Project; 2) appropriate \$1,423,010 of Transportation Capital Expansion Fee reserve funds to the Project; 3) transfer \$400,000 of Community Capital Improvement Program – Pedestrian Sidewalk (CCIP-PS) funds to the Project; 4) transfer \$100,000 of Community Capital Improvement Program – Bicycle Infrastructure Improvements (CCIP-BII) funds to the Project; 5) appropriate \$753,135 of Transportation Services Reserve Funds to the Project; 6) transfer \$22,654 (1% of the eligible funds) in capital project funds to the Art in Public Places (APP) Program.

**Adopted on First Reading.**

**8. First Reading of Ordinance No. 050, 2026, Authorizing a Mid-year Budget Appropriation from the Airport Fund for Northern Colorado Regional Airport.**

*The purpose of this item is to approve a mid-year budget appropriation of \$378,057 from the Airport fund to support six priority projects and initiatives identified by Airport staff. Of this amount, \$228,057 is an appropriation of new revenue received in the Airport Fund and \$150,000 is a re-appropriation of funds previously appropriated in 2025. These efforts are focused on strengthening operational safety and real-time airfield visibility, enhancing security and regulatory compliance, maintaining critical infrastructure, aligning the Airport's budget with current operating demands, and advancing strategic initiatives to establish a clear brand and attract future commercial airline service.*

*The proposed funding will enable the Airport to make targeted investments that align with long-term strategic goals and to improve overall performance and service levels.*

**Adopted on First Reading.**

**9. First Reading of Ordinance No. 051, 2026, Appropriating Prior Year Reserves from the Parking Fund for Permit and Citation Management Software Replacement.**

*The purpose of this item is to appropriate reserves from the Parking Fund to support Parking Fund Reserves for Permit and Citation Management Software Replacement.*

**Adopted on First Reading.**

**10. First Reading of Ordinance No. 052, 2026, Appropriating Prior Year Reserves and Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project and Related Art in Public Places.**

*The purpose of this item is to appropriate federal, State of Colorado Nonattainment Air Pollution Mitigation Enterprise (NAAPME), Colorado Department of Transportation (CDOT), and local funds for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road project (Project). The funds will be used to complete design and construct transportation improvements along Taft Hill Road, between Horsetooth Road and Brixton Road. These improvements will create safer conditions for pedestrians, cyclists, and motorists traveling the corridor.*

*At the second reading for this Ordinance, staff plans to bring forth two additional items relating to the Project. There will be two resolutions to authorize the City to receive and expend the funding appropriated in Ordinance No. 052, 2026. One resolution will authorize an intergovernmental grant agreement with NAAPME, and the second resolution will authorize an amendment to an intergovernmental agreement with CDOT and Larimer County.*

**Adopted on First Reading.****11. Resolution 2026-067 Making Appointments to the Youth Advisory Board.**

*The purpose of this item is to fill existing vacancies on the Youth Advisory Board.*

*Pursuant to Council policy, the recommended appointees have completed or will complete the required acknowledgement and acceptance of the Code of Conduct and the applicable laws and policies that govern service on City of Fort Collins boards and commissions.*

**Adopted.****12. Resolution 2026-068 Making an Appointment to the Disability Advisory Board.**

*The purpose of this item is to fill an existing vacancy on the Disability Advisory Board due to the resignation of Daisy Montgomery.*

*Pursuant to Council policy, the recommended appointees have completed or will complete the required acknowledgement and acceptance of the Code of Conduct and the applicable laws and policies that govern service on City of Fort Collins boards and commissions.*

**Adopted.****13. Resolution 2026-069 Making an Appointment to the Active Modes Advisory Board.**

*The purpose of this item is to fill an existing vacancy on the Active Modes Advisory Board due to the resignation of Jared Hanson.*

*Pursuant to Council policy, the recommended appointees have completed or will complete the required acknowledgement and acceptance of the Code of Conduct and the applicable laws and policies that govern service on City of Fort Collins boards and commissions.*

**Adopted.****END OF CONSENT CALENDAR**

**Mayor Pro Tem Pignataro moved, seconded by Councilmember Nelsen, to approve the recommended actions on items 1-13 on the Consent Calendar.**

Councilmember Hoeven noted Item No. 9, *First Reading of Ordinance No. 051, 2026, Appropriating Prior Year Reserves from the Parking Fund for Permit and Citation Management Software Replacement*, is not related to the upcoming decision regarding downtown parking.

**The motion carried 7-0.**

**K) CONSENT CALENDAR FOLLOW-UP**

None.

**L) STAFF REPORTS – None.****M) COUNCILMEMBER REPORTS**

Mayor Emily Francis

- Noted it is Assistant City Manager Tyler Marr's last meeting with the City.

Councilmember Melanie Potyondy

- Reported on receiving two communications from residents expressing concern about the use of E-motorcycles among middle school students. She noted those vehicles require driver's licenses and insurance.
- Noted it is Teacher Appreciation Week.
- Commended Poudre Fire Authority and other agencies that quickly responded to the Ponds fire.

Councilmember Josh Fudge

- Reported on introducing a project before the Larimer County Commissioners that determines how energy and mineral impact fund grants are allocated through the State Department of Local Affairs. He commented Kerri Ismael and Mandy Rasmussen who attended and were well prepared to answer questions.

Councilmember Amy Hoeven

- Participated in a fair housing focus group and stated she is looking forward to getting an update regarding the property management certification and continuing education processes for mobile home parks.
- Offered CSU students luck with upcoming finals.
- Will be attending a FLOCK demo tomorrow with other Councilmembers.

Councilmember Anne Nelsen

- Reported on a meeting with the Air Quality Advisory Board Chair and noted it is Air Quality Awareness Week, and as part of that, there is a wildfire smoke readiness workshop tomorrow.

Mayor Pro Tem Julie Pignataro

- Spoke to classes at Front Range Community College and CSU.
- Joined the Shepardson Elementary School bike bus.

**N) CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT CALENDAR FOR INDIVIDUAL DISCUSSION**

None.

**O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION**

**14. Second Reading of Ordinance No. 045, 2026, Making a Supplemental Appropriation of Colorado Department of Local Affairs Grant Revenue to Develop a New Fort Collins Housing Action Plan.**

*This Ordinance, unanimously adopted on First Reading on April 21, 2026, appropriates \$33,750 from the Housing Planning Grant Program in the Colorado Department of Local Affairs (DOLA) to fund the development of a new Housing Action Plan. The Housing Action Plan will address housing needs in the city of Fort Collins.*

**\*\*Clerk's Note: Mayor Francis withdrew from the discussion of this item due to a conflict of interest.**

#### PUBLIC PARTICIPATION

Rich Stave stated he was unsure of the purpose of the grant and stated there are no hard numbers or examples of what affordability means. He noted the population of Fort Collins continues to grow and questioned whether this expenditure is necessary.

Shannon Blasus noted affordability is an issue and shared concerns about new mobile home requirements.

#### COUNCIL QUESTIONS/COMMENTS

Mayor Pro Tem Pignataro noted this grant will be used to fund the writing of the Housing Action Plan, which is a State requirement making the City eligible for grant funds.

Councilmember Fudge suggested the housing ad hoc committee look at the mobile home standards mentioned.

***Councilmember Fudge moved, seconded by Councilmember Potyondy, to adopt Ordinance No. 045, 2026, Making a Supplemental Appropriation of Colorado Department of Local Affairs Grant Revenue to Develop a New Fort Collins Housing Action Plan, on Second Reading.***

***The motion carried 6-0.***

15. **Resolution 2026-070 Accepting and Adopting Ethics Opinion No. 2026-01 of the Ethics Review Board Advising Councilmember Anne Nelsen in Response to her Request for an Advisory Opinion.**

*The purpose of this item is proposed adoption by Council of Ethics Opinion No. 2026-01 of the Ethics Review Board providing an advisory opinion to Councilmember Anne Nelsen in response to her request related to possible conflicts of interest.*

**\*\*Clerk's Note: Councilmember Nelsen withdrew from the discussion of this item due to a conflict of interest.**

#### PUBLIC PARTICIPATION

Rich Stave stated the information in this item was difficult to understand. He expressed concern about the appropriateness of a Councilmember getting paid by the City in multiple ways. He questioned the level of transparency in terms of situations that overlap Council and business leader duties.

Shannon Blasus suggested there is a conflict of interest for a Councilmember to do contract work for the City and stated money earned in that capacity should be returned.

#### COUNCIL QUESTIONS/COMMENTS

Councilmember Potyondy appreciated that Councilmember Nelsen requested this review and noted the Ethics Review Board held three meetings regarding the circumstances of her employment as an architect and role on Council. She stated she is comfortable with the outcome and noted Councilmember Nelsen presented some clear commitments as to how she is going to

balance both roles in a legal and ethical manner. She stated she is sure Councilmember Nelson will recuse herself appropriately if conflicts do arise.

Councilmember Hoeven concurred and expressed appreciation for the in-depth questions and conversations that were had.

Mayor Francis thanked the members of the Ethics Review Board for their work on this issue.

**Mayor Pro Tem Pignataro moved, seconded by Councilmember Potyondy, to adopt Resolution 2026-070 Accepting and Adopting Ethics Opinion No. 2026-01 of the Ethics Review Board Advising Councilmember Anne Nelsen in Response to her Request for an Advisory Opinion.**

**The motion carried 6-0.**

**Q) OTHER BUSINESS**

**OB 1. Possible consideration of the initiation of new ordinances and/or resolutions by Councilmembers.**

(Three or more individual Councilmembers may direct the City Manager and City Attorney to initiate and move forward with development and preparation of resolutions and ordinances not originating from the Council's Policy Agenda or initiated by staff.)

None.

**R) ADJOURNMENT**

There being no further business before the Council, the meeting was adjourned at 7:11 p.m.

\_\_\_\_\_  
Mayor

ATTEST:

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

**File Attachments for Item:**

**2. Second Reading of Ordinance No. 048, 2026, Appropriating Prior Year Reserves for the Broadband Infrastructure Buildout Project and Related Art in Public Places.**

This Ordinance, unanimously adopted on First Reading on May 5, 2026, appropriates 2025 prior year reserves received in 2025 as unanticipated revenue to the non-lapsing Broadband Infrastructure Buildout project. Aspects of the project include buildout to Multi-Dwelling Units, customer installations, asset management, and related art in public places.

In August 2025, Connexion received \$2,917,016 in proceeds related to the Open International utility billing software judgment which were assigned as revenue in the Other Non-Operating account. When netted with the balance of Connexion's revenue, Connexion revenue exceeded budgeted revenue by \$2,216,181.

Therefore, this appropriation is for the total excess fund revenue budget of \$2,216,181 to Broadband Infrastructure Buildout capital project to support anticipated growth in 2026 and beyond.

May 19, 2026

# AGENDA ITEM SUMMARY

City Council



## STAFF

Chad Crager, Connexion Executive Director  
Jeff Rochford, Connexion FP&A Manager

## SUBJECT

**Second Reading of Ordinance No. 048, 2026, Appropriating Prior Year Reserves for the Broadband Infrastructure Buildout Project and Related Art in Public Places.**

## EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on May 5, 2026, appropriates 2025 prior year reserves received in 2025 as unanticipated revenue to the non-lapsing Broadband Infrastructure Buildout project. Aspects of the project include buildout to Multi-Dwelling Units, customer installations, asset management, and related art in public places.

In August 2025, Connexion received \$2,917,016 in proceeds related to the Open International utility billing software judgment which were assigned as revenue in the Other Non-Operating account. When netted with the balance of Connexion’s revenue, Connexion revenue exceeded budgeted revenue by \$2,216,181.

Therefore, this appropriation is for the total excess fund revenue budget of \$2,216,181 to Broadband Infrastructure Buildout capital project to support anticipated growth in 2026 and beyond.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

## FIRST READING BACKGROUND / DISCUSSION

### Determining the amount:

The table below illustrates how the amount of \$2,216,181 was determined by showing contribution to Connexion’s 2025 total budgeted revenue.

Open Settlement	\$2,917,016
All Other Revenue	-\$700,835
Total:	\$2,216,181

**Purpose for appropriation:**

Connexion continues to grow rapidly as market share exceeds 40% of premises where service is available. Connexion staff expect moderate growth to continue for the next several years while maintaining a high level of service and customer support.

The 2025 prior year reserves would be appropriated to support the Connexion Infrastructure Buildout capital project, which includes the following main components:

- Additional installations resulting from increased customer sign-ups.
- Additional premises and multi-dwelling units infrastructure
- Network infrastructure
- Customer premises equipment
- GIS capital software

**Art in Public Places**

This appropriation is subject to Art in Public Places program (“APP Program”) contained City Code Section 23-204, which requires one percent of the appropriation to be transferred to the Cultural Services and Facilities Fund for a contribution to the APP Program. A total project cost of \$1,739,181 has been used to calculate the contribution to the APP program, subtracting the cost of a GIS software upgrade (\$477,000) not subject to the APP Program. The amount to be contributed in this Ordinance will be \$17,392.

**Reason for the prior year reserves:**

Following a multi-year court proceeding, the City was awarded over \$19,000,000 in damages, an amount that increased to approximately \$21,000,000 with interest, from Open International. Of that amount, \$2,917,000 was identified to be attributable to Connexion and was received by Connexion in August 2025.

Without the proceeds from the judgment, Connexion would have under-performed the revenue budget by \$701,000 or 2.8%. This under-performance was due to the inherent challenge of forecasting rapid growth. Customer revenue was within 1.8% of budget implying the budget was accurate in nature.

**CITY FINANCIAL IMPACTS**

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This item has no financial impact to the City as it appropriates existing 2025 prior year reserves from the Broadband fund to Broadband capital accounts.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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None.

**PUBLIC OUTREACH**

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None.

**ATTACHMENTS**

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First Reading attachments available in May 5, 2026, agenda materials at the following link: <https://fortcollins-co.municodemeetings.com/>.

1. Ordinance No. 048, 2026

ORDINANCE NO. 048, 2026  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING PRIOR YEAR RESERVES FOR THE BROADBAND  
INFRASTRUCTURE BUILDOUT PROJECT AND RELATED ART IN PUBLIC PLACES

A. Connexion, the Broadband utility owned and operated by the City of Fort Collins, requests that unanticipated revenue received in 2025 be appropriated to the non-lapsing Broadband Infrastructure Buildout Project.

B. In August 2025, Connexion received \$2,917,016 in proceeds related to the Open International utility billing software judgment which were assigned as revenue in the Other Non-Operating account. When netted with the balance of Connexion's revenue, Connexion revenue exceeded budgeted revenue by \$2,216,181.

C. Connexion has undertaken an Infrastructure Buildout Project ("Project") for its system. Aspects of the Project include additional premises and multi-dwelling unit infrastructure, additional installations resulting from increased customer sign-ups, network infrastructure, customer premises equipment, and GIS capital software.

D. The City has utilized similar ordinances to shift unused operating funds to capital projects to address, for example, the need for increased customer installations, highlighting a dynamic approach to funding infrastructure and associated cultural investments. This request for appropriation is for the total exceeded fund revenue budget of \$2,216,181 to the Broadband Infrastructure Buildout Capital Project to support anticipated growth in 2026 and beyond.

E. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose by funding network expansions, infrastructure upgrades, customer premises equipment, and other capital needed to serve additional customers and multi-dwelling units.

F. Article V, Section 9 of the City Charter permits the City Council, upon the recommendation of the City Manager, to make supplemental appropriations by ordinance at any time during the fiscal year from such revenues and funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated.

G. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the Broadband Fund and that this appropriation will not cause the total amount appropriated in the Broadband Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

H. This Project involves construction estimated to cost more than \$250,000 and, as such, City Code Section 23-304 requires one percent of these appropriations to be transferred to the Cultural Services and Facilities Fund for a contribution to the Art in Public Places program (“APP Program”).

I. The total project cost of \$1,739,181 has been used to calculate the contribution to the APP program.

J. The amount to be contributed to the APP Program in this Ordinance will be \$17,392. Of that total amount, \$3,826 will be transferred to the Arts and Culture Fund and appropriated and expended for the operations and maintenance costs of the APP Program.

K. Contributions to the APP Program by each City utility for art projects is kept and spent in such utility’s own fund, the utility contributes its share of the APP Program’s costs for maintenance, administration, repair and display to the Cultural Services and Facilities Fund as provided in City Code Section 23-303(c).

L. In accordance with Article V, Section 10 of the City Charter, the appropriation for the Project from the Broadband Fund and the transfer of a portion of those unexpended and unencumbered appropriated funds to the APP Program as provided in City Code Section 23-304(c) will be used for Broadband fund purposes and improvements in connection with the Project that provide a betterment to the Utility.

M. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for a capital, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the completion of the capital project.

N. The City Council wishes to designate the appropriation herein for Broadband Infrastructure Buildout Project as an appropriation that shall not lapse until the completion of the project.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. There is hereby appropriated from prior year reserves in the Broadband Fund TWO MILLION TWO-HUNDRED SIXTEEN THOUSAND ONE HUNDRED EIGHTY-ONE THOUSAND DOLLARS (\$2,216,181) to be expended in the Broadband Fund for the Broadband Infrastructure Buildout Project.

Section 2. The unexpended and unencumbered appropriated amount of THREE THOUSAND FOUR HUNDRED SEVENTY-EIGHT DOLLARS (\$3,478) in the Broadband Fund is hereby authorized for transfer to the Arts and Culture Fund and appropriated and expended therein for the operation costs of the APP Program.

Section 3. The unexpended and unencumbered appropriated amount of THREE HUNDRED FORTY-EIGHT DOLLARS (\$348) in the Broadband Fund is hereby authorized for transfer to the Arts and Culture Fund and appropriated and expended therein for the maintenance costs of the APP Program.

Section 4. The appropriation herein for Capital Project Related Broadband Infrastructure Buildout Project is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the completion of the project.

Introduced, considered favorably on first reading on May 5, 2026, and approved on second reading for final passage on May 19, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: May 29, 2026  
Approving Attorney: Yvette Lewis-Molock

Exhibit: None

**File Attachments for Item:**

**3. Second Reading of Ordinance No. 049, 2026, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Vine Drive Bridge Replacement Project and Related Art in Public Places.**

This Ordinance, unanimously adopted on First Reading on May 5, 2026, enables the City to expend local funds for the Vine Drive Bridge Replacement project (Project). The funds will be used to design and construct the replacement of the existing bridge conveying Vine Drive over Lake Canal. The replacement bridge will meet current standards, accommodate anticipated levels of traffic, and provide the bicycle and pedestrian facilities recommended in the adopted Active Modes Plan. If approved, the item will: 1) transfer \$1,935,500 in Bridge Program funds to the Project; 2) appropriate \$1,423,010 of Transportation Capital Expansion Fee reserve funds to the Project; 3) transfer \$400,000 of Community Capital Improvement Program – Pedestrian Sidewalk (CCIP-PS) funds to the Project; 4) transfer \$100,000 of Community Capital Improvement Program – Bicycle Infrastructure Improvements (CCIP-BII) funds to the Project; 5) appropriate \$753,135 of Transportation Services Reserve Funds to the Project; 6) transfer \$22,654 (1% of the eligible funds) in capital project funds to the Art in Public Places (APP) Program.

May 19, 2026

# AGENDA ITEM SUMMARY

City Council




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## STAFF

Jin Wang, Bridge Program Manager  
 Dana Hornkohl, Capital Projects Manager  
 Brad Buckman, City Engineer

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## SUBJECT

**Second Reading of Ordinance No. 049, 2026, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Vine Drive Bridge Replacement Project and Related Art in Public Places.**

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## EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on May 5, 2026, enables the City to expend local funds for the Vine Drive Bridge Replacement project (Project). The funds will be used to design and construct the replacement of the existing bridge conveying Vine Drive over Lake Canal. The replacement bridge will meet current standards, accommodate anticipated levels of traffic, and provide the bicycle and pedestrian facilities recommended in the adopted Active Modes Plan. If approved, the item will: 1) transfer \$1,935,500 in Bridge Program funds to the Project; 2) appropriate \$1,423,010 of Transportation Capital Expansion Fee reserve funds to the Project; 3) transfer \$400,000 of Community Capital Improvement Program – Pedestrian Sidewalk (CCIP-PS) funds to the Project; 4) transfer \$100,000 of Community Capital Improvement Program – Bicycle Infrastructure Improvements (CCIP-BII) funds to the Project; 5) appropriate \$753,135 of Transportation Services Reserve Funds to the Project; 6) transfer \$22,654 (1% of the eligible funds) in capital project funds to the Art in Public Places (APP) Program.

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## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

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## FIRST READING BACKGROUND / DISCUSSION

The Lake Canal crosses under East Vine Drive west of Emmerson Boulevard. The roadway is supported over the canal by a bridge that was initially constructed in 1950 (Attachment 1). The original structure was approximately eighteen feet wide. The bridge deck was subsequently widened by seven feet. The existing bridge deck, with a width of twenty-five feet, is only wide enough to accommodate two-way motor vehicle traffic. The existing bridge does not have sufficient width for shoulders, bike lanes, or sidewalks. The lack of width on the existing bridge makes it vulnerable to vehicle strikes and damage.

Biennial bridge inspections conducted by the Colorado Department of Transportation (CDOT) gave the bridge a poor rating in recent years. The City's Bridge Program identified the structure for replacement and began design work on the Project in 2019. Other bridge projects such as Laporte Avenue (two bridges), South Timberline Avenue, Mountain Vista Road, and Trilby Road were prioritized ahead of this Project.

Bridge Program funding was relatively steady between 2020 and 2025 at \$2,700,000 annually (ongoing offer \$1,700,000, enhancement offer \$1,000,000). In general, \$2,700,000 allows for the replacement of one, average size, bridge per year. Larger bridges like those over the Poudre River cost significantly more to maintain and replace. In 2026 the enhancement offer was not funded. The City owns and maintains 308 bridges. In 2025, an aging culvert/bridge on Environmental Drive was compromised and needed emergency replacement. The City has applied for State grant funding annually (2021-2025) through the Special Highway Committee and the Off-System Bridge Program to help expedite the Project. These applications have not been successful due to the limited amount of State funding allocated to the Off-System Bridge Program and the demand for assistance from other cities and counties.

In 2025 and 2026, the existing bridge was struck by motor vehicles and damaged. City staff requested CDOT reinspect the bridge after each incident (Attachments 2 and 3). After the 2025 incident, CDOT reduced the load rating on the bridge to 3 tons. Specifically, the load rating applies to the widened portion of the bridge, which roughly corresponds to the east bound lane of Vine Drive. This significantly limits the vehicles that can travel over the bridge in the eastbound direction. For example, a Subaru Crosstrek weighs approximately 3,300 pounds or 1.65 tons. A standard full-size school bus typically weighs between 7.5 and 13 tons. City staff are currently monitoring the bridge daily. Further deterioration of the bridge may lead to the closure of the east bound lane of Vine Drive and the temporary reduction to one-lane of traffic over the bridge until it can be replaced. Staff are working with a consulting designer to refresh the bridge design and prepare for construction in the fall of 2026 when water stops flowing in the Lake Canal. Currently the Bridge Program reserves of approximately \$1,900,000 are not sufficient to construct the replacement bridge in 2026. Construction is estimated to cost \$4,700,000; through this agenda item staff are seeking additional City funding of approximately \$2,800,000 to complete the work this year. If the appropriation in this agenda item is not approved and additional funding does not become available by October of this year, the construction project will be required to wait until October of 2027, assuming additional Bridge Program funding is available in 2027.

The proposed bridge replacement will have two (2) eleven-foot (11') motor vehicle travel lanes, two (2) six-foot (6') bike lanes, and a ten-foot (10') sidepath on the north side of the bridge. No sidepath is anticipated on the south side of Vine Drive as this is adjacent to the BNSF rail yard. This cross section meets the recommendations of the Active Modes Plan (AMP) for this section of Vine Drive. The City will receive \$111,860 later in 2026 from Parker Land Investments as one of the requirements included in the development agreement for Waterfield Fourth Filing, Section II.D.4.B (Attachment 4). This is a development contribution to construct a sidepath on the north side of Vine Drive that will connect to the sidepath on the new bridge. The Project will construct the sidepath. The development contribution funds will be appropriated to the Project later in 2026 as part of the annual budget cleanup process. For simplicity the calculated amount of funding for the APP Program contribution from the Project will include this development contribution.

**CITY FINANCIAL IMPACTS**

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The following is a summary of the Project funding anticipated for design and construction for the Vine Bridge project. The total fund amount for the Project is \$4,589,000 composed of funds appropriated or transferred with this action. The development contribution (\$111,860) has not been received at the time of this action. The City has provided an invoice and is expecting payment in May 2026. The development contribution will be appropriated to the Project in the annual budget cleanup process later this year. Upon this appropriation, the total fund amount for the Project will be \$4,700,860. The transfer to the APP Program is calculated on this total fund amount for the Project.

<b>Funds to be Appropriated or Transferred</b>	
Bridge Program (BP) - previously appropriated	\$ 1,935,500
Transportation Capital Expansion Fee (TCEF)	\$ 1,423,019
Community Capital Improvement Program - Pedestrian Sidewalk (CCIP-PS)	\$ 400,000
Community Capital Improvement Program - Bicycle Infrastructure Improvements (CCIP-BI)	\$ 100,000
Development Contribution (DC) - via Budget Cleanup later in 2026	\$ 111,860
Transportation Services Reserve Fund (TSRF)	\$ 753,135
<b>Net Total Project Funds to be Appropriated or Transferred</b>	<b>\$ 4,723,514</b>

<b>Proposed Transfer to Art in Public Places (APP) Program</b>	<b>\$ 22,654</b>
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<b>Total Capital Project Funds</b>	<b>\$ 4,700,860</b>
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**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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The Council Finance Committee reviewed the request for supplemental appropriation for the Project at their April 2, 2026, meeting. The Committee supported the supplement appropriation request go before the full Council (Attachment 5).

**PUBLIC OUTREACH**

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The Vine Drive bridge is identified in the City’s current State of the Infrastructure report (January 2026). The bridge was originally identified in the initial report dated January 2024.

**ATTACHMENTS / LINKS**

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First Reading attachments available in May 5, 2026, agenda materials at the following link: <https://fortcollins-co.municodemeetings.com/>.

- 1. Ordinance No. 049, 2026

ORDINANCE NO. 049, 2026  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING PRIOR YEAR RESERVES AND AUTHORIZING TRANSFERS OF  
APPROPRIATIONS FOR THE VINE DRIVE BRIDGE REPLACEMENT PROJECT AND  
RELATED ART IN PUBLIC PLACES

A. The purpose of this item is to appropriate local funds for the Vine Drive Bridge Replacement Project (“Project”). The funds will be used to design and construct the replacement of the existing bridge conveying Vine Drive over Lake Canal (the “Bridge”). The replacement bridge will meet current standards, accommodate anticipated levels of traffic, and provide the bicycle and pedestrian facilities recommended in the adopted Active Modes Plan (“AMP”).

B. The Lake Canal crosses under East Vine Drive west of Emmerson Boulevard. The roadway is supported over the canal by a bridge that was initially constructed in 1950. The original structure was approximately eighteen feet (18’) wide. The bridge deck was subsequently widened by seven feet (7’). The existing bridge deck, with a width of twenty-five feet (25’), is only wide enough to accommodate two-way motor vehicle traffic. The Bridge does not have sufficient width for shoulders, bike lanes, or sidewalks. The lack of width on the existing bridge makes it vulnerable to vehicle strikes and damage.

C. The Colorado Department of Transportation (“CDOT”) conducted biennial bridge inspections and gave the bridge a poor rating in recent years. The City’s Bridge Program identified the structure for replacement and began design work on the Project in 2019. The City owns and maintains 308 bridges, and other bridge projects were necessarily prioritized ahead of this Project.

D. Bridge Program funding was relatively steady between 2020 and 2025 at \$2,700,000 annually (ongoing offer \$1,700,000, enhancement offer \$1,000,000). In general, \$2,700,000 allows for the replacement of one, average size bridge per year. Larger bridges like those over the Poudre River cost significantly more to maintain and replace. In 2026 the enhancement budget offer was not funded. The City has applied for State grant funding annually (2021-2025) through the Special Highway Committee and the Off-System Bridge Program to help expedite and fund the Project. These applications have not been successful due to the limited amount of State funding allocated to the Off-System Bridge Program and the demand for assistance from other cities and counties.

E. In 2025 and 2026, the Bridge was struck by motor vehicles and damaged. City staff requested CDOT reinspect the Bridge after each incident. After the 2025 incident, CDOT reduced the load rating on the Bridge to 3 tons. Specifically, the load rating applies to the widened portion of the Bridge, which roughly corresponds to the east bound lane of Vine Drive. This significantly limits the vehicles that can travel over the Bridge in the eastbound direction. For example, a Subaru Crosstrek weighs approximately 3,300 pounds or 1.65 tons. A standard full-size school bus typically weighs

between 7.5 and 13 tons. City staff are currently monitoring the Bridge daily. Further deterioration of the Bridge may lead to the closure of the east bound lane of Vine Drive and the temporary reduction to one-lane of traffic over the Bridge until it can be replaced.

F. Staff are working with a consulting designer to refresh the Bridge design and prepare for construction in the fall of 2026 when water stops flowing in the Lake Canal.

G. Current Bridge Program reserves of approximately \$1,900,000 are not sufficient to construct the Bridge replacement in 2026. Construction is estimated to cost \$4,700,000. This Ordinance appropriates additional City funding of approximately \$2,800,000 to complete the work this year.

H. The proposed Bridge replacement will have two (2) eleven-foot (11') motor vehicle travel lanes, two (2) six-foot (6') bike lanes, and a ten-foot (10') sidepath on the north side of the Bridge. No sidepath is anticipated on the south side of Vine Drive as this is adjacent to the BNSF rail yard. This cross section meets the recommendations of the AMP for this section of Vine Drive.

I. The City will receive \$111,860 later in 2026 from Parker Land Investments as one of the requirements included in the development agreement for Waterfield Fourth Filing, Section II.D.4.B, to construct a sidepath on the north side of Vine Drive that will connect to the sidepath on the new bridge. The Project will construct the sidepath. The development contribution funds will be appropriated to the Project later in 2026 as part of the annual budget cleanup process.

J. The appropriations in this Ordinance benefit public health, safety and welfare of the residents and the traveling public of Fort Collins and serve the public purposes of improving multimodal transportation infrastructure and safety within the City.

K. Article V, Section 9 of the City Charter permits the City Council, upon the recommendation of the City Manager, to make supplemental appropriations by ordinance at any time during the fiscal year from such revenues and funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated.

L. The City Manager has recommended the appropriations described in Sections 4 and 5 and determined that these appropriations are available and previously unappropriated from the Transportation Capital Expansion Fee Fund and the Transportation Services Fund, and that these appropriations will not cause the total amount appropriated in the Transportation Capital Expansion Fee Fund and the Transportation Services Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during this fiscal year.

M. Article V, Section 10 of the City Charter authorizes the City Council, upon recommendation by the City Manager, to transfer by ordinance any unexpended and

unencumbered appropriated amount or portion thereof from one fund or capital project to another fund or capital project, provided that the purpose for which the transferred funds are to be expended remains unchanged, the purpose for which the funds were initially appropriated no longer exists, or the proposed transfer is from a fund or capital project in which the amount appropriated exceeds the amount needed to accomplish the purpose specified in the appropriation ordinance.

N. The City Manager has recommended the transfer of \$1,935,500 from the Bridge Program account in the Capital Projects Fund to the Vine Drive Bridge Replacement project in the Capital Projects Fund, \$400,000 from the Community Capital Improvement Program – Pedestrian Sidewalk account in the Capital Projects Fund to the Vine Drive Bridge Replacement Project in the Capital Projects Fund, \$100,000 from the Community Capital Improvement Program – Bicycle Infrastructure Improvements account in the Capital Projects Fund to the Vine Drive Bridge Replacement Project in the Capital Projects Fund, \$1,423,010 from the Transportation Capital Expansion Fee fund to the Capital Projects fund, \$753,135 from the Transportation Service Fund to the Capital Projects Fund, and \$22,654 from the Capital Projects Fund to the Cultural Services Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged

O. This Project involves construction estimated to cost more than \$250,000 and, as such, City Code Section 23-304 requires one percent of these appropriations to be transferred to the Cultural Services and Facilities Fund for a contribution to the Art in Public Places program (“APP”) Program.

P. A portion, \$2,188,014, of the total project cost, \$4,723,514, has been used to calculate the contribution to the APP Program. The calculated amount of funding for the APP Program contribution from the Project includes the Waterfield development contribution.

Q. The amount to be contributed from the APP Program in this Ordinance will be \$22,654.

R. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for a capital project, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the completion of the capital project

S. The City Council wishes to designate the appropriation herein for the Vine Drive Bridge Replacement project as an appropriation that shall not lapse until the completion of the project.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. The unexpended and unencumbered appropriated amount of ONE MILLION NINE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED (\$1,935,500) is authorized for transfer from the Bridge Program in the Capital Projects Fund to the Vine Drive Bridge Replacement project account in the Capital Projects Fund and appropriated therein to be expended for the Vine Drive Bridge Replacement project.

Section 2. The unexpended and unencumbered appropriated amount of FOUR HUNDRED THOUSAND (\$400,000) is authorized for transfer from the Community Capital Improvement Project – Pedestrian Sidewalk account in the Capital Projects Fund to the Vine Drive Bridge Replacement Project account in the Capital Projects Fund and appropriated therein to be expended for the Vine Drive Bridge Replacement project

Section 3. The unexpended and unencumbered appropriated amount of ONE HUNDRED THOUSAND (\$100,000) is authorized for transfer from the Community Capital Improvement Project – Bicycle Infrastructure Improvements account in the Capital Projects Fund to the Vine Drive Bridge Replacement project account in the Capital Projects Fund and appropriated therein to be expended for the Vine Drive Bridge Replacement Project

Section 4. There is hereby appropriated from prior year reserves in the Transportation Capital Expansion Fee Fund the sum of ONE MILLION, FOUR HUNDRED TWENTY-THREE THOUSAND, NINETEEN (\$1,423,019) to be transferred to and expended in the Capital Projects Fund for the Vine Drive Bridge Replacement project.

Section 5. There is hereby appropriated from prior year reserves in the Transportation Services Fund the sum of SEVEN HUNDRED FIFTY-THREE THOUSAND, ONE HUNDRED THIRTY-FIVE (\$753,135) to be transferred to and expended in the Capital Projects Fund for the Vine Drive Bridge Replacement Project.

Section 6. The unexpended and unencumbered appropriated amount of (\$17,670) in the Capital Projects Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein to fund art projects under the APP program.

Section 7. The unexpended and unencumbered appropriated amount of in (\$4,531) in the Capital Projects Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the operation costs of the APP Program.

Section 8. The unexpended and unencumbered appropriated amount of in (\$453) in the Capital Projects Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the maintenance costs of the APP Program.

Section 9. The appropriation herein for the Vine Drive Bridge Replacement Project is hereby designated, as authorized in Article V, Section 11 of the City Charter,

as an appropriation that shall not lapse at the end of this fiscal year but continue until the completion of the Project.

Introduced, considered favorably on first reading on May 5, 2026, and approved on second reading for final passage on May 19, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: May 29, 2026  
Approving Attorney: Heather N. Jarvis

Exhibit: None

**File Attachments for Item:**

**4. Second Reading of Ordinance No. 050, 2026, Authorizing a Mid-year Budget Appropriation from the Airport Fund for Northern Colorado Regional Airport.**

This Ordinance, unanimously adopted on First Reading on May 5, 2026, approves a mid-year budget appropriation of \$378,057 from the Airport fund to support six priority projects and initiatives identified by Airport staff. Of this amount, \$228,057 is an appropriation of new revenue received in the Airport Fund and \$150,000 is a re-appropriation of funds previously appropriated in 2025. These efforts are focused on strengthening operational safety and real-time airfield visibility, enhancing security and regulatory compliance, maintaining critical infrastructure, aligning the Airport's budget with current operating demands, and advancing strategic initiatives to establish a clear brand and attract future commercial airline service.

The proposed funding will enable the Airport to make targeted investments that align with long-term strategic goals and to improve overall performance and service levels.

May 19, 2026

# AGENDA ITEM SUMMARY

City Council



## STAFF

John S. Kinney, Airport Director

## SUBJECT

**Second Reading of Ordinance No. 050, 2026, Authorizing a Mid-year Budget Appropriation from the Airport Fund for Northern Colorado Regional Airport.**

## EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on May 5, 2026, approves a mid-year budget appropriation of \$378,057 from the Airport fund to support six priority projects and initiatives identified by Airport staff. Of this amount, \$228,057 is an appropriation of new revenue received in the Airport Fund and \$150,000 is a re-appropriation of funds previously appropriated in 2025. These efforts are focused on strengthening operational safety and real-time airfield visibility, enhancing security and regulatory compliance, maintaining critical infrastructure, aligning the Airport's budget with current operating demands, and advancing strategic initiatives to establish a clear brand and attract future commercial airline service.

The proposed funding will enable the Airport to make targeted investments that align with long-term strategic goals and to improve overall performance and service levels.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

## FIRST READING BACKGROUND / DISCUSSION

### Background and Governance

Northern Colorado Regional Airport (FNL) is jointly owned by the Cities of Fort Collins and Loveland. The former Airport Commission provided policy oversight until its sunset in 2025. The Airport now operates under the direct governance of both City Councils, with the Airport Director reporting to the respective City Managers. Major actions, including budget approvals, non-standard lease agreements, and significant capital projects, require approval from both Councils.

### Financial Structure and Funding

FNL operates as a self-sustaining enterprise fund. All Airport-generated revenues are applied to operating and capital expenditures. As outlined in the intergovernmental agreement (IGA), the Cities provide administrative support functions and contribute equally when additional funding is necessary to support Airport needs.

In addition, the Airport actively pursues external funding for eligible projects, including grants from the Federal Aviation Administration and the Colorado Department of Transportation Division of Aeronautics.

## Vision

Northern Colorado Regional Airport's vision is to become a premier corporate, general aviation, and commercial service airport that helps drive the regional economy while serving the transportation needs of its partner communities.

## Economic Impact

According to a 2025 State of Colorado study, FNL generates approximately \$160.5 million annually in total business revenues and supports 839 jobs across the region.

## 2026 Mid-Year Appropriation Request

If approved, the \$378,057 in mid-year appropriations will be used for the following purposes:

- 1) **Air Service Development Plan, \$85,000:** This re-appropriation funds an air service development consultant to support the Airport's efforts to attract a new airline service. A consultant provides specialized industry expertise, market analysis, and established relationships with airline planners that are not available in-house. They help identify the most viable routes, prepare data-driven business cases, and guide the Airport through airline network planning processes. The appropriation also supports airline meetings and site visits, which are critical for demonstrating the Airport's facilities, regional demand, and readiness for future scheduled service.
- 2) **Brand and Marketing Plan Development, \$65,000:** This re-appropriation supports the development of an updated Airport brand and modernized website as part of a coordinated outreach effort to airlines. The project includes refreshed branding, improved online presence, updated marketing materials, and modernization of the website to ensure it is digitally compliant. Airlines rely heavily on digital first impressions when evaluating new markets, and our current branding and website do not reflect the strength of the region or the Airport's readiness for future service. Updating these materials is an essential step in preparing for airline recruitment efforts targeted for 2027.
- 3) **Air Traffic Control Tower System Improvement, \$60,000:** This appropriation funds the purchase of a radar-like system that gives the control tower better real-time visibility of aircraft and vehicle movements. The tower does not currently have any comparable tool, which limits controllers' ability to monitor the airfield. Most airports use similar systems to support safe and efficient operations. This funding brings FNL in line with those standards and improves day-to-day tower coordination and safety.
- 4) **Airport Security and Compliance System Improvement, \$45,000:** This appropriation supports the implementation of an updated Airport-wide air badge system to strengthen security and regulatory compliance. The Airport's current badge process is functional but outdated and increasingly hinders TSA compliance and operational efficiency. Modern airfield access systems are the industry standard at airports nationwide, providing consistent credentialing, improved access control, and better accountability. Updating to a contemporary system is essential to maintain compliance and support safe and efficient operations.
- 5) **Airport Utilities, \$73,057:** The Airport is requesting a mid-year appropriation to align the 2026 utilities budget with known costs established by 2025 actual expenditures. The introduction of the new terminal and increased use of airfield navigation aids have expanded the Airport's utility demand compared to historical levels. These operational changes have resulted in higher ongoing electricity, heating, and related utility costs than what was originally budgeted for 2026. The additional funding is necessary to fully support the current operational footprint of the Airport and ensure uninterrupted delivery of essential terminal and airfield services for the remainder of the fiscal year.
- 6) **Pavement Management, \$50,000:** CDOT has awarded the FNL a \$450,000 grant for apron restoration work a year earlier than originally anticipated. As a condition of the award, the Airport is required to

provide a local match of \$50,000. This funding will allow the Airport to secure the full CDOT contribution and complete necessary pavement restoration to maintain safe and reliable aircraft operations on the apron.

### **CITY FINANCIAL IMPACTS**

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Upon adoption, this Ordinance re-appropriates \$150,000 of funds held in prior year reserves in the Airport Fund, appropriates \$228,057 in new revenue received in the Airport Fund the current fiscal year, and authorize expenditures for the purposes set forth in Ordinance No. 050, 2026.

This appropriation has no financial impact on the City's General Fund.

### **BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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Loveland City Council adopted Ordinance No. 6826 approving the mid-year appropriation request on second reading at its regular meeting on April 21, 2026.

### **PUBLIC OUTREACH**

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None.

### **ATTACHMENTS / LINKS**

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First Reading attachments available in May 5, 2026, agenda materials at the following link: <https://fortcollins-co.municodemeetings.com/>.

1. Ordinance No. 050, 2026

ORDINANCE NO. 050, 2026  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING A MID-YEAR BUDGET APPROPRIATION FROM THE  
AIRPORT FUND FOR NORTHERN COLORADO REGIONAL AIRPORT

A. In 1963, the City of Fort Collins and the City of Loveland (the “Cities”) agreed to establish a regional general aviation facility and became owners and operators of the Fort Collins-Loveland Municipal Airport, now known as the Northern Colorado Regional Airport (the “Airport”).

B. The Airport is operated as a joint venture between the Cities, with each city retaining 50% ownership interest, sharing equally in policymaking and management, and each assuming responsibility for 50% of the Airport’s capital and operating costs.

C. Pursuant to the Intergovernmental Agreement between the Cities of Loveland and Fort Collins Regarding the Joint Operation of the Northern Colorado Regional Airport in Furtherance of a Transition to an Airport Authority, dated October 27, 2025, as amended (the “IGA”), the Airport Director is responsible for preparing the Airport’s annual operating budget and submitting it to the Cities for their approval.

D. Under the IGA, the City’s share of existing and unanticipated Airport revenue is to be held and disbursed by the City of Loveland as an agent on behalf of the Cities, since the City of Loveland provides finance and accounting services for the Airport.

E. The Airport Director has submitted for City Council consideration a supplemental appropriation request totaling \$378,057, which will utilize prior year reserves and new revenue received in this fiscal year.

F. Pursuant to the IGA, the City of Loveland holds on behalf of both Cities the revenues of, and other financial contributions to, the Airport in a fund, which includes unappropriated and unencumbered reserves (the “Airport Fund”).

G. City finance staff reviewed the financial statements for the Airport and determined that the requested appropriation from the Airport Fund for this supplemental appropriation meets the required limits set forth in the IGA.

H. In accordance with Article V, Section 8(b), of the City Charter, any expense or liability entered by an agent of the City on behalf of the City, shall not be made unless an appropriation for the same has been made by City Council.

I. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of enhancing transportation and economic welfare of the City and its residents.

J. This appropriation will not require additional funding from the Cities and is consistent with the IGA.

K. Article V, Section 9 of the City Charter permits City Council, upon the recommendation of the City Manager, to make supplemental appropriations by ordinance at any time during the fiscal year from such revenues and funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated.

L. Article V, Section 11 of the City Charter provides that all appropriations unexpended or unencumbered at the end of the fiscal year lapse to the applicable general or special fund, unless it is an appropriation for capital projects or for federal, state, or private grants or donations that has been previously designated by City Council as a non-lapsing appropriation.

M. The City Council wishes to designate the appropriation in Section 2 in the Airport Fund, which is for the Pavement Management Project, as an appropriation that shall not lapse until the completion of the project.

N. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the Airport Fund and that this appropriation will not cause the total amount appropriated in the Airport Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. There is hereby appropriated from prior year reserves in the Airport Fund the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) to be expended for the following purposes:

Air Service Development Plan	\$ 85,000
Brand and Marketing Plan Development	\$ 65,000

Section 2. There is hereby appropriated from unanticipated revenue received in this fiscal year in the Airport Fund the sum of TWO HUNDRED TWENTY-EIGHT THOUSAND FIFTY-SEVEN DOLLARS (\$228,057) to be expended for the following purposes:

Air Traffic Control Tower System Improvement	\$ 60,000
Airport Security and Compliance System Improvement	\$ 45,000
Airport Utilities	\$ 73,057
Pavement Management Project	\$ 50,000

Section 3. The appropriation in Section 2 for the Pavement Management Project in the Airport Fund is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the completion of the project.

Introduced, considered favorably on first reading on May 5, 2026, and approved on second reading for final passage on May 19, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: May 29, 2026  
Approving Attorney: Dianne Criswell

Exhibit: None

**File Attachments for Item:**

**5. Second Reading of Ordinance No. 051, 2026, Appropriating Prior Year Reserves from the Parking Fund for Permit and Citation Management Software Replacement.**

This Ordinance, unanimously adopted on First Reading on May 5, 2026, appropriate reserves from the Parking Fund to support Parking Fund Reserves for Permit and Citation Management Software Replacement.

May 19, 2026

# AGENDA ITEM SUMMARY

City Council



## STAFF

Monica Martinez, Sr. Manager, PDT Finance  
Eric Keselburg, Sr. Manager, Parking Services

## SUBJECT

**Second Reading of Ordinance No. 051, 2026, Appropriating Prior Year Reserves from the Parking Fund for Permit and Citation Management Software Replacement.**

## EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on May 5, 2026, appropriate reserves from the Parking Fund to support Parking Fund Reserves for Permit and Citation Management Software Replacement.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

## FIRST READING BACKGROUND / DISCUSSION

Parking Services seeks to replace the current permit and citation management software (T2) with a modern solution that aligns with current industry standards and operational needs. The existing system is over 20 years old and offers limited functionality in terms of financial tracking, customer experience, and citation processing, resulting in inefficiencies and customer frustration. Implementing a new system will improve accuracy, efficiency, and service delivery while aligning with current purchasing policies.

## CITY FINANCIAL IMPACTS

This Ordinance will support roughly \$150,000 for implementation costs from Parking Fund Reserves. Based on Request for Information (RFI) responses, staff anticipates the annual technology fees will be comparable to the current system.

## BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

## PUBLIC OUTREACH

None.

## ATTACHMENTS / LINKS

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First Reading attachments available in May 5, 2026, agenda materials at the following link:  
<https://fortcollins-co.municodemeetings.com/>.

1. Ordinance No. 051, 2026

ORDINANCE NO. 051, 2026  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING PRIOR YEAR RESERVES FROM  
THE PARKING FUND FOR PERMIT AND CITATION MANAGEMENT  
SOFTWARE REPLACEMENT

A. City staff is seeking to replace the City's existing parking permit and citation management software system (T2) with a modern solution that better aligns with current industry standards and operational needs.

B. The City's current system has been in use for over 20 years and provides limited functionality, particularly in financial tracking, customer experience, and citation processing, resulting in operational inefficiencies and customer frustration.

C. Implementing a modern parking permit and citation management system will improve accuracy, enhance financial tracking, streamline citation processing, and provide a better overall customer experience.

D. The new system will align with current City purchasing policies and technology standards.

E. This appropriation will fund the implementation costs associated with the new software system.

F. Ongoing annual technology fees for the new system are anticipated to be comparable to those of the current system.

G. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of supporting the implementation of a more efficient and customer-oriented parking permit and citation management system.

H. Article V, Section 9 of the City Charter permits the City Council, upon the recommendation of the City Manager, to make supplemental appropriations by ordinance at any time during the fiscal year from such revenues and funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated.

I. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the Parking Fund and that this appropriation will not cause the total amount appropriated in the Parking Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from prior year reserves in the Parking Fund the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) to be expended in the Parking Fund for permit and citation management software replacement.

Introduced, considered favorably on first reading on May 5, 2026, and approved on second reading for final passage on May 19, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: May 29, 2026  
Approving Attorney: Madelene Shehan

Exhibit: None

**File Attachments for Item:**

**6. First Reading of Ordinance No. 053, 2026, Appropriating Unanticipated Philanthropic Revenue Received Through City Give.**

The purpose of this item is to request an appropriation of \$80,074 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

In 2019, City Give, a formalized enterprise-wide initiative was launched to create a transparent, non-partisan governance structure for the acceptance and appropriations of charitable gifts.

May 19, 2026

# AGENDA ITEM SUMMARY

City Council



## STAFF

Emily Land, Director of Philanthropy & Strategic Partnerships

## SUBJECT

**First Reading of Ordinance No. 053, 2026, Appropriating Unanticipated Philanthropic Revenue Received Through City Give.**

## EXECUTIVE SUMMARY

The purpose of this item is to request an appropriation of \$80,074 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

In 2019, City Give, a formalized enterprise-wide initiative was launched to create a transparent, non-partisan governance structure for the acceptance and appropriations of charitable gifts.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

## BACKGROUND / DISCUSSION

The City has long been the beneficiary of local generosity and has a valuable role in our community's philanthropic landscape. Generosity is demonstrated in both large and modest gifts, each appreciated for its investment in the mission and the range of services the City strives to deliver.

The City received several individual philanthropic donations in 2026 totaling \$80,074 to support various departments, and these funds are currently unappropriated. Both Section 2.2 of the City's Financial Management Policy 2 – Revenue, as approved by Council, and the Administrative Philanthropic Governance Policy 6.04, adopted by the City Manager, (together the "City Give Policies"), provide the bases and processes for the responsible and efficient management of charitable donations to the City.

Gifts totaling \$80,074 have been received for various programs. These gifts include \$35,000 to benefit the Lincoln Center from Artspire NoCo, \$824 received through the Lincoln Center Box Office from various donors, \$5,000 from Kentwood Real Estate to benefit the Lincoln Center, \$15,000 from Skydio to support the 2026 Police Leaders Summit, and \$24,250 from various individual donors to benefit various City departments including Police Services, Arts & Culture, Forestry, and Utilities.

## CITY FINANCIAL IMPACTS

Upon adoption, this Ordinance will appropriate in the current fiscal year into the Funds as detailed in the table below in new philanthropic revenue received by City Give in the amount of \$80,074 and authorize expenditures against those revenues for the purposes and in the amounts as directed by donors to support various City departments and a range of programs and services.

Fund	Project	Amount	Lapsing/Non-lapsing
Arts & Culture Fund	Lincoln Center Gallery: new Legacies Quilt Exhibit	\$500	Lapsing
Arts & Culture Fund	Lincoln Center Educational Outreach	\$35,000	Lapsing
Arts & Culture Fund	Lincoln Center Show Stopper Series	\$5,000	Lapsing
Arts & Culture Fund	Arts & Culture Fund	\$824	Lapsing
General Fund	Tribute Tree	\$500	Non-Lapsing
General Fund	Artist Opportunity Grants	\$13,000	Lapsing
General Fund	Police Leaders Summit	\$15,000	Lapsing
General Fund	K-9 Unit	\$9,000	Lapsing
General Fund	Tribute Tree	\$500	Non-Lapsing
General Fund	Share Some Shade	\$450	Non-Lapsing
Light & Power Fund	Utilities Payment Assistance Fund	\$150	Non-Lapsing
Light & Power Fund	Utilities Payment Assistance Fund	\$150	Non-Lapsing

The donations will be spent from the designated fund solely for the donors' intended purpose. The funds have been received and accepted according to City Give Policies.

The City Manager has also determined that these appropriations are available and previously unappropriated from their designated City Fund and will not cause the total amount appropriated in those Funds to exceed the current estimate of actual and anticipated revenues.

## BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

## PUBLIC OUTREACH

None.

## ATTACHMENTS

1. Ordinance No. 053, 2026

ORDINANCE NO. 053, 2026  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING UNANTICIPATED PHILANTHROPIC REVENUE  
RECEIVED THROUGH CITY GIVE

A. The City has received generous donations in 2026 through its City Give program, both large and modest, as philanthropic gifts to the public and the City programs and activities to serve the community.

B. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of supporting programs or capital expenses throughout the City, including, but not limited to, public safety, cultural services and programs, forestry, parks and recreation, and utility payment assistance.

C. Article V, Section 9 of the City Charter permits City Council, upon recommendation of the City Manager, to make a supplemental appropriation by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriation, in combination with all previous appropriations for that fiscal year, do not exceed the current estimate of actual and anticipated revenues and all other funds to be received during the fiscal year.

D. The City Manager has recommended the appropriations described in Section 1 of this Ordinance and determined that the funds to be appropriated are available and previously unappropriated from the respective funds named in Section 1 and that this appropriation will not cause the total amount appropriated in each fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in those funds during this fiscal year.

E. Article V, Section 11 of the City Charter authorizes City Council to designate in the ordinance when appropriating funds for a federal, state or private grant or donation, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the earlier of the expiration of the federal, state or private grant or donation or the City's expenditure of all funds received from such grant or donation.

F. City Council desires to designate the \$300 appropriation in the Light & Power Fund, which is for the Payment Assistance Fund, and \$1,750 of the appropriations in the General Fund, amounts which are for Tribute Trees and Share Some Shade programs, as appropriations that shall not lapse until the earlier of the expiration of the donation or the City's expenditure of all funds received from such donation.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. There is hereby appropriated from unanticipated philanthropic revenue received in this fiscal year in the following funds to be expended as designated by the donors in support of the various City programs and services as described in the Agenda Item Summary for this Ordinance.

Arts & Culture Fund	\$41,324
General Fund	\$38,450
Light & Power Fund	\$300

Section 2. The appropriation in the Light & Power Fund, which is for the Payment Assistance Fund, and \$1,750 of the appropriations in the General Fund, which are for the Tribute Trees and Share Some Shade programs and are described in the Agenda Item Summary, are hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the donation or the City's expenditure of all funds received from such or donation.

Introduced, considered favorably on first reading on May 19, 2026, and approved on second reading for final passage on June 2, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 12, 2026  
Approving Attorney: Dianne Criswell

Exhibit: None

**File Attachments for Item:**

**7. First Reading of Ordinance No. 054, 2026, Appropriating Prior Year Reserves and Unanticipated Grant Revenue from the U.S. Department of Commerce Broadband Equity, Access, and Deployment Program.**

The purpose of this item is to appropriate \$1,511,782 of unanticipated grant revenue from the U.S. Department of Commerce for the Broadband Equity, Access and Deployment (BEAD) program. This is a pass-through grant managed by the Colorado Broadband Office with a required local match of \$531,167. This appropriation is contingent upon execution of the associated grant agreement and includes a sunset date of December 31, 2026, if such agreement is not finalized.

May 19, 2026

# AGENDA ITEM SUMMARY

City Council



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## STAFF

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Chad Crager, Broadband Executive Director  
Carisa Clinton, Grants Administration  
Joanne Cech, Fiscal Recovery Manager

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## SUBJECT

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**First Reading of Ordinance No. 054, 2026, Appropriating Prior Year Reserves and Unanticipated Grant Revenue from the U.S. Department of Commerce Broadband Equity, Access, and Deployment Program.**

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## EXECUTIVE SUMMARY

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The purpose of this item is to appropriate \$1,511,782 of unanticipated grant revenue from the U.S. Department of Commerce for the Broadband Equity, Access and Deployment (BEAD) program. This is a pass-through grant managed by the Colorado Broadband Office with a required local match of \$531,167. This appropriation is contingent upon execution of the associated grant agreement and includes a sunset date of December 31, 2026, if such agreement is not finalized.

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## STAFF RECOMMENDATION

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Staff recommends adoption of the Ordinance on First Reading.

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## BACKGROUND / DISCUSSION

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The City was awarded \$1,511,782 from the Colorado Broadband Office under the BEAD program. BEAD is a grant program administered by the US. Department of Commerce, National Telecommunications and Information Administration, to expand high-speed internet service to unserved and underserved locations. The BEAD program is funded under the 2021 Investment Infrastructure and Jobs Act (Bipartisan Infrastructure Law).

These funds are contingent upon execution of the associated grant agreement. In the event the agreement is not executed, this appropriation will sunset on December 31, 2026. This contingency ensures that the City is only obligated to expend funds once final grant terms are in place.

Connexion, the City's broadband enterprise, will utilize the BEAD funds to install a broadband network at the locations identified in the scope of work of the executed agreement. The City has a required cost share of \$531,167, which will be provided by Broadband fund reserves.

**CITY FINANCIAL IMPACTS**

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This item appropriates \$1,511,782 in unanticipated grant revenue from the Colorado Broadband Office. This item also appropriates \$531,167 of matching funds from Broadband fund reserves.

This grant is a reimbursement type grant, meaning Broadband fund reserves will be reimbursed up to \$1,511,782.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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None.

**PUBLIC OUTREACH**

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None.

**ATTACHMENTS / LINKS**

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1. Grant Agreement
2. Ordinance No. 054, 2026

[Home \(/s/\)](#)

[Apply Now \(/s/lead\)](#)

[Applications \(/s/application/Application...c/00BHp00000K13RWMZ\)](#)

[Awards \(/s/contract/Contract/Default\)](#)

Grant Agreement  
00000223

[Printable View](#) [Request to Initiate Phase](#) [Create Financial Activity](#)

<b>Account Name</b> <a href="#">City of Fort Collins Connexion</a> <a href="#">(/s/account/001Hp00002n...</a>	<b>Status</b> Draft	<b>Start Date</b>	<b>End Date</b> 12/30/2026	<b>Application</b> <a href="#">App-000866</a> <a href="#">(/s/applic...</a>
---	------------------------	-------------------	-------------------------------	---

**Details**   **Related**

**Grant Agreement Number**  
00000223

---

**CORE Encumbrance Number**

---

**Status**  
Draft

---

**Number of Distinct Addresses Served** ⓘ  
237

---

**Start Date**

---

**End Date**  
12/30/2026

---

**Fund Expenditure Date**

---

**Retainage Percent**

---

**Close Out Email Sent**  
☐

**Matching Funds Percentage Required**  
26%

---

**Matching Amount** ⓘ  
\$531,167.00

---

**Match Amount Paid** ⓘ  
\$0.00

---

**Contingency Reserve Funds** ⓘ  
\$151,330.00

---

**Awarded Amount**  
\$1,511,782.00

---

**Total** ⓘ  
\$2,042,949.00

---

**Amount Approved** ⓘ  
\$0.00

---

**Amount Paid** ⓘ  
\$0.00

---

**Amount Retained** ⓘ  
\$0.00

---

**Awarded Amount Remaining** ⓘ  
\$1,511,782.00

---

**Retainage Amount Paid**  
\$0.00

∨ Progress Report Information

**Submitted Status Report Count**  
0

---

**Total Miles Completed - by Grantee**  
0.00

---

**Total Feet Completed by Grantee**  
0.00

**Total Aerial Miles Completed** ⓘ  
0.00

---

**Total Aerial Feet Completed**  
0.00

---

**Total Underground Miles Completed** ⓘ  
0.00

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**Total Underground Feet Completed**  
0.00

∨ Awardee Information

**Account Name**  
[City of Fort Collins Connexion \(/s/account/001Hp00002nG4mPIAS/city-of-fort-collins-connexion\)](#)

∨ System Information

**Activated By**

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**Created By**  
[Michael Murphy \(/s/profile/005Hp00000iRk9DIAS\)](#), 2/17/2026, 10:59 AM

**Activated Date**

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**Last Modified By**  
[Michael Murphy \(/s/profile/005Hp00000iRk9DIAS\)](#), 3/24/2026, 12:02 PM



# COLORADO

## Broadband Office

[\(https://broadband.colorado.gov/\)](https://broadband.colorado.gov/)

Governor's Office of Information Technology

[Broadband.Colorado.gov \(https://broadband.colorado.gov/\)](https://broadband.colorado.gov/)

[Advance\\_CBO@state.co.us \(mailto:Advance\\_CBO@state.co.us\)](mailto:Advance_CBO@state.co.us)

Item 7.

ORDINANCE NO. 054, 2026  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING PRIOR YEAR RESERVES AND UNANTICIPATED GRANT  
REVENUE FROM THE U.S. DEPARTMENT OF COMMERCE BROADBAND EQUITY,  
ACCESS, AND DEPLOYMENT PROGRAM

A. Connexion, the City of Fort Collins' broadband enterprise, was awarded \$1,511,782 from the Colorado Broadband Office under the Broadband Equity, Access and Deployment (BEAD) program.

B. BEAD is a grant program administered by the US. Department of Commerce, National Telecommunications and Information Administration, to expand high-speed internet service to unserved and underserved locations.

C. The purpose of this item is to appropriate \$1,511,782 of unanticipated grant revenue from the (BEAD) program.

D. These funds are contingent upon execution of the associated grant agreement. In the event the agreement is not executed, this appropriation will sunset on December 31, 2026. This contingency ensures that the City is only obligated to expend funds once final grant terms are in place.

E. Connexion will utilize the BEAD funds to install a broadband network at specified locations.

F. The City has a required cost share of \$531,167, which will be provided by Connexion.

G. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of expanding high-speed internet service to unserved and underserved locations.

H. Article V, Section 9 of the City Charter permits City Council, upon recommendation of the City Manager, to make a supplemental appropriation by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriation, in combination with all previous appropriations for that fiscal year, do not exceed the current estimate of actual and anticipated revenues and all other funds to be received during the fiscal year.

I. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the Broadband Fund and that this appropriation will not cause the total amount appropriated in the Broadband Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

J. Article V, Section 9 of the City Charter permits City Council, upon the recommendation of the City Manager, to make supplemental appropriations by ordinance at any time during the fiscal year from such revenues and funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated.

K. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the Broadband Fund and that this appropriation will not cause the total amount appropriated in the Broadband Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

L. Article V, Section 11 of the City Charter authorizes City Council to designate in the ordinance when appropriating funds for a federal, state or private grant or donation, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the earlier of the expiration of the federal, state or private grant or donation or the City's expenditure of all funds received from such grant or donation.

M. City Council wishes to designate the appropriation herein for U.S. Department of Commerce Broadband Equity, Access and Deployment grant program and local match as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. There is hereby appropriated from new revenue or other funds in the Broadband Fund the sum of ONE MILLION FIVE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED EIGHTY-TWO DOLLARS (\$1,511,782) to be expended in the Broadband Fund for U.S. Department of Commerce Broadband Equity, Access and Deployment grant program.

Section 2. There is hereby appropriated from prior year reserves in the Broadband Fund the sum of FIVE HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED SIXTY-SEVEN DOLLARS (\$531,167) to be expended in the Broadband Fund for local match to the U.S. Department of Commerce Broadband Equity, Access and Deployment grant program.

Section 3. The appropriation herein for U.S. Department of Commerce Broadband Equity, Access and Deployment grant program and local match is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation

that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

Introduced, considered favorably on first reading on May 19, 2026, and approved on second reading for final passage on June 2, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 12, 2026  
Approving Attorney: Yvette Lewis-Molock

Exhibit: None

**File Attachments for Item:**

**8. First Reading of Ordinance No. 055, 2026, Making a Supplemental Appropriation for Grant Revenue from the State of Colorado Office of Economic Development and International Trade Creative Industries Division for the Fort Collins Creative District.**

The purpose of this item is to appropriate \$7,500 of unanticipated grant revenue from the Colorado Office of Economic Development and International Trade's (OEDIT) Colorado Creative Industries (CCI) Division for the Fort Collins Creative District.

May 19, 2026

# AGENDA ITEM SUMMARY

City Council



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## STAFF

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Eileen May, Arts and Culture Director  
Solara Clark, Lead Specialist  
Carisa Clinton, Grants Admin Manager

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## SUBJECT

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**First Reading of Ordinance No. 055, 2026, Making a Supplemental Appropriation for Grant Revenue from the State of Colorado Office of Economic Development and International Trade Creative Industries Division for the Fort Collins Creative District.**

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## EXECUTIVE SUMMARY

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The purpose of this item is to appropriate \$7,500 of unanticipated grant revenue from the Colorado Office of Economic Development and International Trade's (OEDIT) Colorado Creative Industries (CCI) Division for the Fort Collins Creative District.

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## STAFF RECOMMENDATION

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Staff recommends adoption of the Ordinance on First Reading.

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## BACKGROUND / DISCUSSION

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On April 23, 2026, the Fort Collins Creative District was awarded a \$7,500 grant through OEDIT's Colorado Creative Industries (CCI). The Creative District Project and Technical Assistance Grant, offered by CCI, is designed to help sustain and strengthen Colorado's state-certified creative districts. The grant provides flexible funding to support day-to-day operations, organizational capacity, and strategic initiatives, allowing districts to focus on fostering local arts, culture, and creative economies. Funding will support artist-led programs, workshops, and marketing that keep the district active and accessible to the community. It will also help fund public art projects and collaborative efforts with local partners. In addition, funds will support events like Art Week Downtown that bring people into the district and boost visibility for local artists and businesses. The City's Arts and Culture Department partners closely with the Creative District to support programming, coordination, and long-term planning that aligns with community goals. The City serves as a key partner and fiscal agent, ensuring public funds are used effectively to support the district's economic and cultural impact.

The Fort Collins Creative District is a geographical area of the City, designated by the City as a hub for arts, culture and creative entrepreneurship. The City made this designation under its authority provided by Colorado Revised Statutes Section 24-48.5-314. The State of Colorado's Office of Economic Development and International Trade, Creative Industries Division has certified the City's Old Town as a Creative District. This State certification allows the State to provide funding and technical assistance to the City for the Creative District.

**CITY FINANCIAL IMPACTS**

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The item appropriates \$7,500 in unanticipated grant revenue for the Fort Collins Creative District to support artist-led programs, workshops and marketing that highlight local creatives and bring consistent activity to the district. There is no match requirement on behalf of the City.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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None.

**PUBLIC OUTREACH**

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None.

**ATTACHMENTS / LINKS**

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1. Ordinance No. 055, 2026

ORDINANCE NO. 055, 2026  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING A SUPPLEMENTAL APPROPRIATION FOR GRANT REVENUE FROM THE  
STATE OF COLORADO OFFICE OF ECONOMIC DEVELOPMENT AND  
INTERNATIONAL TRADE, CREATIVE INDUSTRIES DIVISION FOR THE FORT  
COLLINS CREATIVE DISTRICT

A. The State of Colorado Office of Economic Development and International Trade, Creative Industries Division has awarded the City a \$7,500 Creative District Project and Technical Assistance Grant (the "Grant") for the Fort Collins Creative District. A copy of the award letter for the Grant is attached as Exhibit A.

B. The Fort Collins Creative District will use the Grant funds to support artist-led programs, workshops, and marketing that highlight local creatives and bring consistent activity to the Creative District.

C. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of supporting artistic expression in the community and creating a vibrant downtown.

D. Article V, Section 9 of the City Charter permits City Council, upon recommendation of the City Manager, to make a supplemental appropriation by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriation, in combination with all previous appropriations for that fiscal year, do not exceed the current estimate of actual and anticipated revenues and all other funds to be received during the fiscal year.

E. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the Arts and Culture Fund and that this appropriation will not cause the total amount appropriated in the Arts and Culture Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

F. Article V, Section 11 of the City Charter authorizes City Council to designate in the ordinance when appropriating funds for a federal, state, or private grant or donation, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the earlier of the expiration of the federal, state or private grant or donation or the City's expenditure of all funds received from such grant or donation.

G. City Council desires to designate the appropriation herein for the Grant as an appropriation that shall not lapse until the earlier of the expiration of the Grant or the City's expenditure of all funds received from such Grant.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. There is hereby appropriated from new revenue or other funds in the Arts and Culture Fund the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) to be expended in the Arts and Culture Fund for the Fort Collins Creative District.

Section 2. The appropriation herein for the Grant is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the Grant or the City's expenditure of all funds received from such Grant.

Introduced, considered favorably on first reading on May 19, 2026, and approved on second reading for final passage on June 2, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 12, 2026  
Approving Attorney: Ted Hewitt

Exhibit: Exhibit A – Colorado Creative Industries Division Award Letter

4/23/2026

Dear Fort Collins Creative District,

On behalf of the Colorado Creative Industries Division of the Office of Economic Development (CCI), it is my pleasure to inform you that you have been awarded funding for the 2025 Creative District Project and Technical Assistance Grant Fiscal Year 26.

Grantee Name: Fort Collins Creative District

Organization Name (if applicable): City of Fort Collins

IA#: IA-0000073974

Total Grant Amount: \$7,500.00

**Purpose:** This grant was made possible through funding from Colorado Creative Industries (CCI). The purpose of the funding is to support the activities outlined in your application for funding through CCI's Creative District Project and Technical Assistance Grant. This grant may be used to fund professional services related to the development of a creative district, including strategic plan development and architectural, engineering, and design services; networking, resource and professional development, branding, marketing skill development training; community engagement and coalition-building strategies, as per the Colorado Revised Statutes (CRS) 24-48.5-301.

**Period of Performance:** Operations and activities from the date of this award through June 30th, 2026.

**Action Items**

**Payment Info:** Please email Katy Zeigler at [Kathryn.Zeigler@state.co.us](mailto:Kathryn.Zeigler@state.co.us) if your payment information has changed since you last received CCI funding.

**Conflict of Interest Certification:** The Office of Economic Development and International Trade seeks to avoid any appearance of conflict of interest with businesses and organizations it partners with and/or award grants, loans, tax credits, or other funding. Recipients are required to sign and return the Disclosure Statement for Grant Applicants/Recipients (attached to this award letter) in order to receive funding.

**Accessibility Checklist:** Recipients of CCI funds must comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA). Grantees are strongly encouraged to complete the [Open Door Arts Self-Assessment](#), [CCI Grantee Accessibility Checklist](#), [the NEA 504 Self-Evaluation Handbook](#), or another equivalent self-evaluation during the grant period. As a reminder, you are required to meet basic 504 and ADA requirements. Your answers to the checklist and workbook will not affect your funding; however, you should document plans on how you'll address any accessibility issues. Please reach out to us if you have any questions. [Additional resources are available.](#)

**Final Report Due:** July 30th, 2026. The Final Report for this grant will be completed using the [OEDIT Grant Portal](#). Detailed report instructions will be sent via email when the report form opens in early May 2027. Failure to complete the final report may result in a claw back of funds. You can find information about what is included on the final report in the grant guidelines.

**Recognition:** Please remember to use the current logos to [acknowledge Colorado Creative Industries](#) funding in all promotional materials related to this award.

**Advocacy:** You are required to thank those elected officials responsible for appropriating funds to Colorado Creative Industries. You can find the [contacts for your elected officials here](#).

**Travel:** Travel is not an allowable expense for this grant.

#### **Important Grant Notices**

If there are significant changes to your activities, responsible personnel, address or budget categories, you must notify CCI staff via email and ask for an approval of the proposed changes. Colorado Creative Industries has the right to withhold, reduce, cancel grants or request reimbursement of grant if an applicant fails to comply with the terms of the grant award requirements; demonstrates inadequate financial management and oversight; makes changes to the project without CCI authorization; or does not expend grant funds by the end of the performance period.

The grant award must be used on costs that are reasonable and necessary for the project and to the purpose of the grant award. Costs should be in line with

market prices for similar goods or services. Certain expenses cannot be paid with state grant funds. See grant guidelines for details.

By accepting your grant award, you confirm that all information submitted with your application is true and correct. As a condition of the grant, Colorado Creative Industries requires the recipient of public funds to comply with all state and federal laws and regulations. Those terms and conditions can be found here: [State CCI Terms and Conditions](#), [State Procurement Conditions](#), [Federal Terms and Conditions](#) and [Federal Provisions](#).

We encourage you to join the [Colorado Arts Action Network here](#) for more arts advocacy opportunities.

**Contacts:** For policy, operational or award requirement questions, professional development and support, contact Christy Costello at (303) 892-3724 or [Christy.Costello@state.co.us](mailto:Christy.Costello@state.co.us).

For technical support with the online grant portal, accessibility requests, and payment processing questions, contact Katy Zeigler at (720) 910-2241 or [Kathryn.Zeigler@state.co.us](mailto:Kathryn.Zeigler@state.co.us).

Congratulations on your award,

Christy Costello, CCI Deputy Director

The Colorado Creative Industries Team



**File Attachments for Item:**

**9. Items Related to Waste Programs.**

A. First Reading of Ordinance No. 056, 2026, Amending Sections 12-32 and 15-413 of the Code of the City of Fort Collins to Align City Waste Hauler Requirements with the State of Colorado Extended Producer Responsibility Program.

B. First Reading of Ordinance No. 057, 2026, Amending Section 12-30 of the Code of the City of Fort Collins to Update the Residential Waste Collection Program to Add a Multi-Housing Variance.

The purpose of this item is to update City Code to modify the Hauler Licensing Program to align with the new state Extended Producer Responsibility Program and to modify the Contracted Residential Waste Collection Program to include an additional variance option for owners of small multi-unit residences.

May 19, 2026

# AGENDA ITEM SUMMARY

City Council




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## STAFF

Josh Birks, Sustainability Services Deputy Director  
 Megan DeMasters, Environmental Sustainability Director  
 Emily Wegner, Environmental Sustainability Lead Specialist

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## SUBJECT

**Items Related to Waste Programs.**

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## EXECUTIVE SUMMARY

A. First Reading of Ordinance No. 056, 2026, Amending Sections 12-32 and 15-413 of the Code of the City of Fort Collins to Align City Waste Hauler Requirements with the State of Colorado Extended Producer Responsibility Program.

B. First Reading of Ordinance No. 057, 2026, Amending Section 12-30 of the Code of the City of Fort Collins to Update the Residential Waste Collection Program to Add a Multi-Housing Variance.

The purpose of this item is to update City Code to modify the Hauler Licensing Program to align with the new state Extended Producer Responsibility Program and to modify the Contracted Residential Waste Collection Program to include an additional variance option for owners of small multi-unit residences.

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## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinances on First Reading.

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## BACKGROUND / DISCUSSION

### Extended Producer Responsibility Background

In December 2025, Colorado Department of Public Health and Environment (CDPHE) approved the statewide Extended Producer Responsibility (EPR) program that shifts responsibility for the cost of recycling paper and packaging from consumers to producers. Large companies that make and sell covered materials in Colorado pay dues that cover the cost of recycling those materials to the Circular Action Alliance (CAA). CAA will distribute the funds to entities providing recycling services. These funds will be provided for residential recycling services first, and additional services such as commercial recycling are to be covered at a later time. Participating entities may apply and establish a service agreement with CAA to receive reimbursement for the cost of recycling covered materials.

## City of Fort Collins Code Updates

To ensure haulers within the city can participate in EPR, and to ensure cost savings reach residents, staff are recommending updates to two sections of code:

- **Recycling Requirement for Licensed Haulers** Current code requires haulers to offer recycling as part of an all-in rate for service. Under the EPR program, participating haulers are required to separate recycling costs and indicate a \$0 line item for recycling services on residents' bills. To ensure that haulers who enter service agreements with CAA pass savings on to customers, staff recommend adding language to Sec. 15-413 – Recycling Requirement for both residential curbside collection and multi-family collection, requiring haulers subject to a CAA agreement to meet applicable billing requirements. This will allow haulers who participate in EPR to disaggregate recycling costs, showing a \$0 line item on customers' bills.
- **Contracted Residential Waste Program** Updates to Sec. 12-32 will require the City's contracted hauler to participate in the EPR program and establish City authority to enforce a deadline for participation and receive additional reporting. This authority adds transparency and accountability to ensure savings reach residents.

### Contracted Waste Program Modification: Small, Multi-Unit Variance

The Residential Waste Collection Program began on September 30, 2024. Staff have learned many lessons in the months since program launch, including identifying areas where the program can be refined to better meet resident needs. Specifically, staff are proposing a new variance option to address challenges created for small multi-unit properties under the Program:

- **What:** This will allow owners of units within small, multi-unit buildings (7 units or fewer) to have the units share carts for residential trash, recycling, and yard trimmings collection.
- **Why:** Prior to program launch, many small multi-unit buildings shared service. The program requires individual units to enroll in the program or pay the opt-out fee, meaning owners who continued shared arrangements after launch are now required to pay an opt-out fee for each unit, even when total waste production has not increased. This results in disposal costs that are higher than actual use warrants and are misaligned with Pay-As-You-Throw (PAYT) and Zero Waste goals. This variance was developed in response to resident feedback and requests from Councilmembers to find a solution for this challenge and is designed to restore pricing that reflects real use, supporting both PAYT and Zero Waste goals.
- **Expected reach:** 30 building owners have expressed interest and are ready to participate immediately. Based on current service usage patterns, staff project that 300 or fewer small multi-unit buildings would take advantage of the variance, representing 1.7% of total units in the program.
- **Impact on operations and goals:** This variance will offer flexibility within the program to meet the unique needs of residents in this situation and better align service costs with actual waste production in support of PAYT goals.

### CITY FINANCIAL IMPACTS

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**For EPR Ordinance:** None.

**For Variance Ordinance:** This variance is expected to reduce opt-out fee revenue for affected properties, resulting in a modest reduction to the program's administrative fee revenue. Overall program budget impact is anticipated to be minimal.

### BOARD / COMMISSION / COMMITTEE RECOMMENDATION

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None.

## **PUBLIC OUTREACH**

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**For EPR Ordinance:** None.

**For Variance Ordinance:** Feedback from residents that informed these recommendations was gathered from direct phone and email conversations, tabling at two housing-focused community events, and by compiling feedback from organic phone, email, and Access Fort Collins requests.

## **ATTACHMENTS / LINKS**

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1. Presentation
2. Ordinance No. 056, 2026
3. Ordinance No. 057, 2026

# Small, Multi-unit Variance Recommendation

Contracted Residential Waste  
Collection Program

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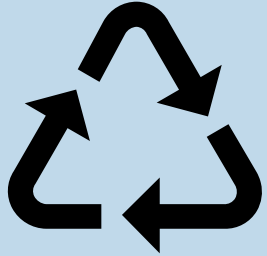
**Emily Wenger**

Lead Specialist

City Council Regular Session

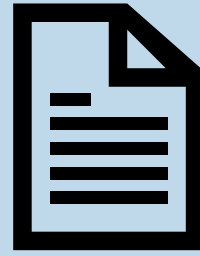


- Staff recommend adoption of Ordinance No. 056, 2026 to amend Sections 12-32 and 15-413 of City Code to modify waste programs.
- Staff recommends adoption of Ordinance No. 057, 2026 to amend Section 12-30 of City Code to modify the City's Contracted Residential Waste Collection Program.



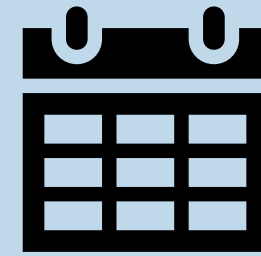
## What It Is

- Producers fund recycling services statewide
- Establish statewide guidelines for minimum accepted materials
- Increase recycling from 25% to 55% by 2035



## Why We're Updating Code

- Resolves conflict between code and EPR requirements
- Allows haulers to list recycling as \$0 line item on bills



## Next Steps

- Staff to negotiate agreement for reimbursements to the City
- Return to Council to appropriate funds

# History of Contracted Service

In 2023, Council voted to adopt a single-hauler contracted program for trash, recycling, and yard trimmings collection.

## Who

- Residential properties with 7 or fewer units
- Exempt: 8+ unit residential, business, commercial, construction/demolition and dumpster serviced properties




## What

- Pay-As-You-Throw (PAYT) trash sizes, weekly recycling, seasonal yard trimmings, two free bulk items per year
- Opt-out fees charged to any unit not enrolled in City-contracted service

## When

- Republic Services began contracted service September 30, 2024



Program Goals	Year 1 Highlights
 <b>Move towards Zero Waste</b>	<b>35%</b> residential diversion (up from 25%)
 <b>Reduce trash trucks on residential streets</b>	Fewer collection vehicles on streets citywide have resulted in quieter neighborhoods, feelings of increased safety and emissions reductions.
 <b>Equitable and consistent pricing</b>	<b>93%</b> service participation <b>3.2%</b> price increase 2024-2025

Units with unique situations may apply for a variance from the program and associated opt-out fees.

## Shared Service

For units that produce **exceptionally low amounts of trash**

## Excess Waste

For units that produce **exceptionally large amounts of trash**

## Remote Dumpster

For units that **pay for a dumpster** somewhere else within City limits

## Habitability

For units **not safe to occupy**

## Before the Program

Multi-unit buildings shared service

- Low unit occupancy = low waste production
- Space savings
- Affordability
- Owners manage service



## In the Program

Multi-unit buildings still share service

- Opt-out fees charged to unenrolled units
- Prices increased for property owners



## Effects

Inequitable service costs

- PAYT misalignment
- Diluted program benefits

**Staff committed to finding a solution**




## Allow multi-units to share carts without paying opt-out fees when:

- Owners apply on behalf of their building
- Units share in groups of 2, 3, or 4
- Trash cart size is S, M or L



## Variance is designed to:

- Respond directly to community feedback
- Account for current behavior
- Right-size available service
- Address unintended program dynamics

Program Goals	Impact from Variance
 <b>Move towards Zero Waste</b>	None
 <b>Reduce trash trucks On residential streets</b>	None
 <b>Equitable and consistent pricing</b>	Improved <ul style="list-style-type: none"> <li>• Costs align with behavior and PAYT</li> </ul>



## Participation

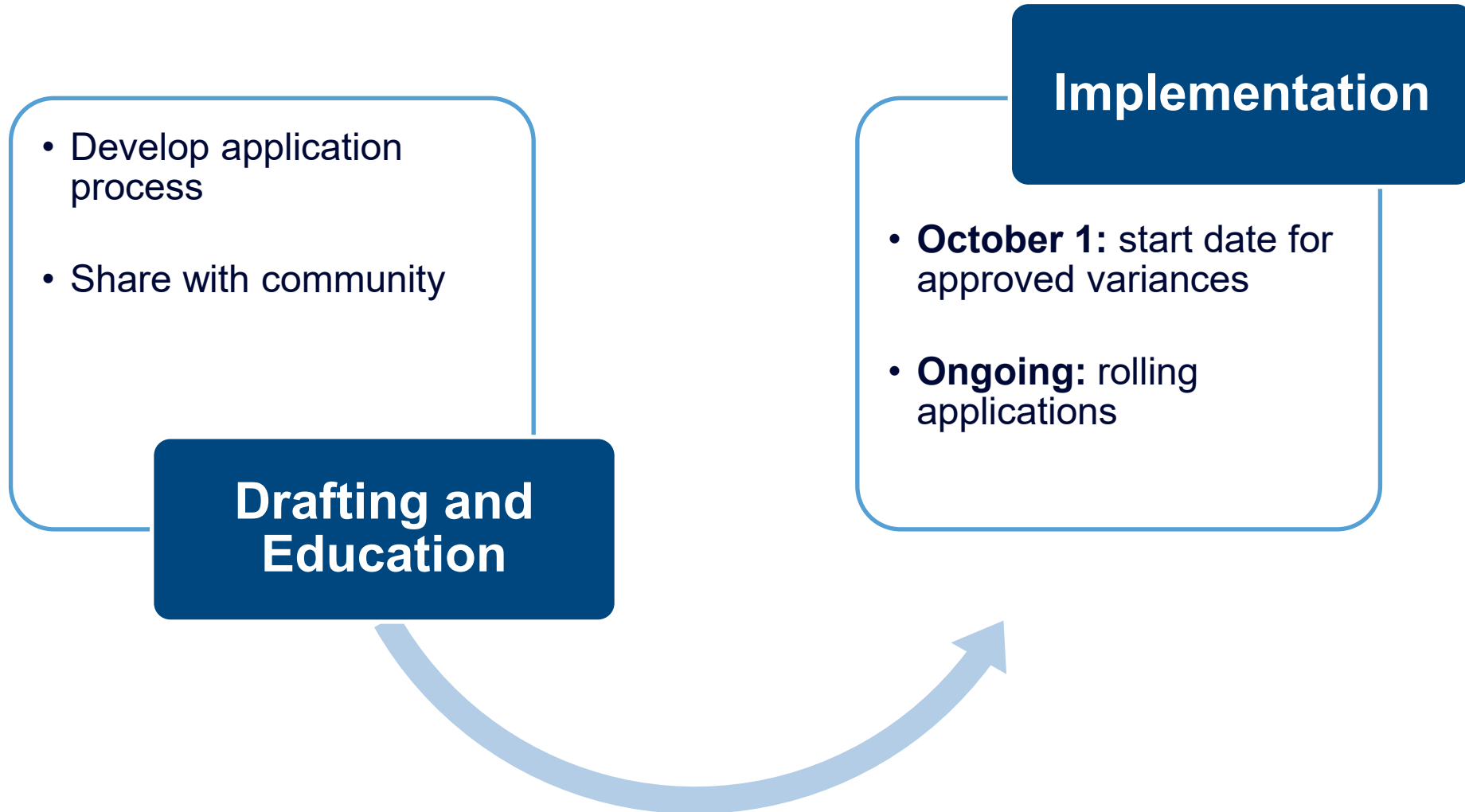
- < 316 buildings, < 1.7% qualifying units

## City Revenue Reduction

- < 1%, from administrative fee

## Operations

- Administration of variance can be incorporated into current staffing responsibilities



- Staff recommend adoption of Ordinance No. 056, 2026 to amend Sections 12-32 and 15-413 of City Code to modify waste programs.
- Staff recommends adoption of Ordinance No. 057, 2026 to amend Sections 12-30 of City Code to modify the City's Contracted Residential Waste Collection Program.

ORDINANCE NO. 056, 2026  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AMENDING SECTIONS 12-32 AND 15-413 OF THE CODE OF  
THE CITY OF FORT COLLINS TO ALIGN CITY WASTE HAULER  
REQUIREMENTS WITH THE STATE OF COLORADO  
EXTENDED PRODUCER RESPONSIBILITY PROGRAM

A. In 2022, the State of Colorado enacted the Extended Producer Responsibility Program, codified at Colorado Revised Statutes § 25-17-701 et seq, (“EPR”). EPR shifts responsibility for the cost of recycling paper and packaging from consumers to producers by creating a financial mechanism to incentivize recycling.

B. Under EPR, large companies that make and sell covered materials in Colorado pay dues for the cost of recycling those materials to the Circular Action Alliance (“CAA”). CAA will distribute these funds to service providers to provide residential recycling services first, and additional services, such as commercial recycling, will later be phased into EPR. Service providers may apply and establish a service agreement with CAA to receive reimbursement for the cost of recycling covered materials in accordance with EPR requirements.

C. In December 2025, the Colorado Department of Public Health and Environment (“CDPHE”) approved an implementation plan for EPR. Implementation will begin not later than June 9, 2026.

D. To ensure waste haulers within the City can participate in EPR as service providers, and to ensure cost savings reach residents, this Ordinance makes two amendments to the City Code:

1. First, this Ordinance amends Section 12-32 of the City Code. The amendments require the City's contracted waste hauler under the City's residential waste collection program to participate in the EPR as a service provider. The amendments also establish the City's authority to enforce a deadline for participation and receive additional reporting. This authority adds transparency and accountability to ensure potential savings provided by EPR reach City residents. The City's contracted waste hauler has previously agreed contractually with the City to participate in and comply with EPR requirements.

2. Second, this Ordinance amends Section 15-413 of the City Code to require waste haulers subject to a CAA service agreement to meet applicable billing requirements of the service agreement. Prior to this change, the City Code has required waste haulers in the City to offer recycling as part of one combined rate for waste collection service. Under EPR, participating waste haulers must separate the recycling price from other service prices and indicate a zero-dollar line item for recycling services on customers' bills. This amendment ensures that waste haulers who enter into service agreements with CAA pass savings on to customers, by

allowing waste haulers who participate in EPR to disaggregate recycling costs, showing a zero-dollar line item on customers' bills.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. Section 12-32 of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 12-32. City contract; City administrative fee; rates.**

...

(g) The City's contracted waste collector must participate in the State of Colorado Producer Responsibility Program for Statewide Recycling Act, codified in Colorado Revised Statutes § 25-17-701 et seq, as follows:

(1) When requested by the City in writing, the City's contracted waste collector must take all actions necessary to enter into an agreement with the Producer Responsibility Organization as a Service Provider under the Producer Responsibility Program for Statewide Recycling Act. From time to time, the City will notify the City's contracted waste collector of a deadline to take such actions, which the City's contracted waste collector must meet. The City's contracted waste collector must agree that the City may be made a party to the agreement.

(2) While the City's contracted waste collector is subject to an agreement under the Producer Responsibility Program for Statewide Recycling Act, it shall meet applicable billing requirements for recyclable materials established in the agreement.

(3) The City may provide a reporting form to the City's contracted waste collector regarding the City's contracted waste collector's compliance with the Producer Responsibility Program for Statewide Recycling Act and its agreement with the Producer Responsibility Organization. The City's contracted waste collector must complete and return the reporting form to the City in compliance with any deadline set by the City.

Section 2. Section 15-413 of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 15-413. Recycling requirement.**

(a) *Curbside collection—Residential.*

(1) Solid waste collectors shall provide residential solid waste customers curbside collection of recyclable materials for no additional charge. Such service shall include recyclable materials collection in an amount equal to at least eighteen (18) gallons and need not be more than two (2) large capacity containers. If a customer declines recyclable materials collection, solid waste collectors may not reduce the cost of collection service. Any solid waste collector that is subject to an agreement under the State of Colorado Producer Responsibility Program for Statewide Recycling Act program, codified in Colorado Revised Statutes § 25-17-701 et seq, shall meet applicable billing requirements for recyclable materials established in the agreement.

...

(b) *Multi-family and commercial solid waste and recyclable materials collection.*

(1) Each solid waste collector shall provide recyclable materials collection service to multi-family customers and commercial customers as a part of solid waste collection services. Solid waste collectors must charge multi-family and commercial customers for the minimum recycling service described in Subsection 15-413(b)(2), which may be itemized separately on bills. Solid waste collectors shall not exclude the cost of minimum recycling service unless such customer is granted a variance in accordance with Subsection 15-413(b)(3). Notwithstanding the foregoing, any solid waste collector that is subject to an agreement under the State of Colorado Producer Responsibility Program for Statewide Recycling Act program, codified in Colorado Revised Statutes § 25-17-701 et seq, shall meet applicable billing requirements for recyclable materials established in the agreement.

...

Introduced, considered favorably on first reading on May 19, 2026, and approved on second reading for final passage on June 2, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 12, 2026  
Approving Attorney: Ted Hewitt

Exhibit: None

ORDINANCE NO. 057, 2026  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AMENDING SECTION 12-30 OF THE CODE OF THE CITY OF  
FORT COLLINS TO UPDATE THE RESIDENTIAL WASTE  
COLLECTION PROGRAM TO ADD A MULTI-HOUSING  
VARIANCE

A. Colorado Revised Statutes (“C.R.S.”) § 30-15-401(7.5) authorizes the City to establish a residential waste collection program (the “Program”), through which the City can require municipal residents in single-unit residences and multi-unit residences with seven or fewer dwelling units to use or pay user charges for residential waste services.

B. On July 19, 2022, in Resolution 2022-079, the City Council directed City staff to design and issue a request for proposals for residential waste collection services, including trash and recycling collection services for purposes of establishing a waste collection program as authorized by C.R.S. § 30-15-401(7.5).

C. On April 18, 2023, through Ordinance No. 054, 2023, the Council authorized the City to establish the Program, and through Ordinance No. 055, 2023, authorized the City to enter into a contract with a waste hauler (the “Contractor”) to provide residential waste collection services under the Program. The Council determined that adoption of the Program would improve waste collection in the City including by: increasing equity and lowering pricing; increasing composting of yard trimmings; reducing greenhouse gas emissions; saving on street maintenance; and ensuring a high level of waste collection customer service with enforcement capability.

D. Through Ordinance No. 054, 2023, the Council adopted Code changes that created the structure of the Program. Section 12-29 of the City Code excludes certain properties from the Program, including commercial buildings, larger multi-household buildings, certain group accounts, and properties “served by a dumpster”. Additionally, Code Section 12-30 authorizes the Director of the Environmental Services Department to issue two types of variances to the Program: the shared service variance and the excess waste variance. Through Ordinance No. 062, 2025, the Council adopted Code changes that adopted two additional variances: a remote dumpster variance and a habitability variance.

E. The Program requires all residential units, which includes units within multi-household residential buildings containing seven (7) dwelling units, to receive waste collection services under the Program or to pay the opt-out fee, meaning owners who continued shared arrangements after launch of the Program are now required to pay one or more opt-out fees, even when total waste production has not increased. This results in disposal costs that are higher than actual use warrants and are misaligned with Pay-As-You-Throw (PAYT) and Zero Waste goals. The City seeks to improve alignment with these City goals by creating a new variance, the multi-housing variance.

F. The multi-housing variance will allow owners of units within small, multi-household buildings that are subject to the Program to have the units share carts for residential trash, recycling, and yard trimmings collection. The variance request must specify the level of solid waste service requested and the number of refuse containers requested for the subject residential units. The Director of Environmental Services will grant the variance if the Director is reasonably satisfied that the requested service level and number of refuse containers will meet the residential waste collection needs of the residential units.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that Section 12-30 of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 12-30. Variances.**

(a) Program customers may request a variance from the program to apply to a residential unit pursuant to this Section. Program customers may request a shared service variance under Subsection (d)(1) of this Section, an excess waste variance under Subsection (d)(2) of this Section, or a remote dumpster variance under Subsection (d)(3) of this Section. An owner of a residential unit may request a habitability variance for the residential unit under Subsection (d)(4) of this Section. An owner of multiple residential units within one (1) multi-unit structure may request a multi-housing variance under Subsection (d)(5) of this Section.

...

(c) A variance granted under Subsection (d)(1), (d)(2) or (d)(3) of this Section shall be valid for twenty-four (24) months. A variance granted under Subsection (d)(4) of this Section shall be valid for ninety (90) days. A variance granted under Subsection (d)(5) of this Section shall be valid for five (5) years. A granted variance shall exclude the grantee's residential unit from the City's residential waste collection program for the duration of the variance and accordingly, the grantee shall not be subject to any of the requirements of §12-32 for that period, including any requirement to pay the City's contracted waste collector any charge or fee under the City's residential waste collection program.

(d) Program customers may request a variance from the program for the following situations:

...

(5) A multi-housing variance may be granted by the City in accordance with the following provisions:

a. An owner of multiple residential units within one (1) multi-unit structure who has authority to request residential waste collection services

for those residential units may request a multi-housing variance for sharing residential waste collection services provided under the City's residential waste collection program. The variance request must specify the level of solid waste service requested and the number of refuse containers requested for the subject residential units.

b. The Director will grant the variance if the Director is reasonably satisfied that the requested service level and number of refuse containers will meet the residential waste collection needs of the residential units.

c. If the Director grants the multi-housing variance, the Director will designate one (1) or more of the residential units as the residential unit(s) subject to residential waste collection program requirements. The remainder of the residential units subject to the request are grantees of the variance.

d. The Director will revoke a granted multi-housing variance if the City's contracted solid waste collector cites the residential units subject to the variance three (3) times in a twelve-month period for overfilling their refuse container.

Introduced, considered favorably on first reading on May 19, 2026, and approved on second reading for final passage on June 2, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 12, 2026  
Approving Attorney: Ted Hewitt

Exhibit: None

**File Attachments for Item:**

**10. Items Relating to Municipal Court Sentencing and Default Code Updates.**

A. First Reading of Ordinance No. 058, 2026, Amending Certain Provisions of the Code of the City of Fort Collins Concerning Default Judgments to Extend the Time to File a Motion to Set Aside a Default Judgment.

B. First Reading of Ordinance No. 059, 2026, Repealing and Reenacting as Amended Section 1-15 of the Code of the City of Fort Collins Concerning General Penalties to Align with State Law Following *In re People v. Camp* and *In re People v. Simons*.

The purpose of this item is to amend provisions of the City Code to align the City's penalty framework and related procedures with recent Colorado Supreme Court decisions in *In re People v. Camp* and *In re People v. Simons* as phase 1 of the Municipal Court sentencing Code update.

These decisions clarify that municipalities may not impose penalties that exceed those authorized under state law for substantially similar conduct. The proposed amendments establish a sentencing structure consistent with state law, ensure that municipal penalties do not exceed applicable state limits, and improve clarity within the Code.

The Municipal Court and City Prosecutor's Office have been operating in compliance with these decisions since they were published. The proposed amendments formalize current practice and provide clear guidance moving forward.

Additionally, the two sections of the Code will be updated to increase the time period a defendant has to file a request to set aside a default judgment from seven to fourteen days.

May 19, 2026

# AGENDA ITEM SUMMARY

City Council



## STAFF

Dawn Downs, Deputy City Attorney  
Alyssa Bamonti, Assistant City Attorney

## SUBJECT

**Items Relating to Municipal Court Sentencing and Default Code Updates.**

## EXECUTIVE SUMMARY

A. First Reading of Ordinance No. 058, 2026, Amending Certain Provisions of the Code of the City of Fort Collins Concerning Default Judgments to Extend the Time to File a Motion to Set Aside a Default Judgment.

B. First Reading of Ordinance No. 059, 2026, Repealing and Reenacting as Amended Section 1-15 of the Code of the City of Fort Collins Concerning General Penalties to Align with State Law Following *In re People v. Camp* and *In re People v. Simons*.

The purpose of this item is to amend provisions of the City Code to align the City's penalty framework and related procedures with recent Colorado Supreme Court decisions in *In re People v. Camp* and *In re People v. Simons* as phase 1 of the Municipal Court sentencing Code update.

These decisions clarify that municipalities may not impose penalties that exceed those authorized under state law for substantially similar conduct. The proposed amendments establish a sentencing structure consistent with state law, ensure that municipal penalties do not exceed applicable state limits, and improve clarity within the Code.

The Municipal Court and City Prosecutor's Office have been operating in compliance with these decisions since they were published. The proposed amendments formalize current practice and provide clear guidance moving forward.

Additionally, the two sections of the Code will be updated to increase the time period a defendant has to file a request to set aside a default judgment from seven to fourteen days.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinances on First Reading.

## BACKGROUND / DISCUSSION

On December 22, 2025, the Colorado Supreme Court issued decisions in *In re People v. Camp* and *In re People v. Simons*, holding that municipal sentencing schemes that impose harsher penalties than state law

for the same or substantially similar conduct are preempted by state statute. The ruling does not impact traffic infractions.

In response to these decisions, the City Attorney's Office, in coordination with the Municipal Court, promptly reviewed and updated prosecutorial and judicial practices. Since issuance of the decisions, the Municipal Court has not imposed any sentence that exceeds the limits authorized under state law.

No individuals are currently in custody serving a sentence that would be considered unlawful under the *Camp* and *Simons* decisions.

The proposed amendments represent a coordinated, phased update to the City Code and include three ordinances:

#### **Amendments to Section 1-15 (General Penalties):**

This Ordinance repeals and reenacts Section 1-15 to establish a sentencing framework aligned with state law, clarify penalty classifications, and ensure that penalties for substantially similar conduct do not exceed state-authorized limits.

#### **Amendments to Default Judgment Provisions:**

This Ordinance updates two Code provisions to extend the time period within which a defendant may file a motion to set aside a default judgment, improving access to the court process and ensuring consistency with current municipal court practices.

Phase 2 of the Municipal Court sentencing updates will be brought to Council soon and will address the penalty range for specific offenses in the Code that have a state law equivalent charge.

#### **KEY CONSIDERATIONS**

Compliance with State Law: The Ordinances ensure the City's penalty provisions comply with state law and recent Supreme Court guidance.

Current Practice Already Aligned: The Municipal Court and prosecutors are already applying these standards; the Ordinances formalize those practices.

Risk Mitigation: Updating the Code reduces potential legal challenges related to sentencing and provides clearer notice to defendants and the public.

Phased Approach: These initial Ordinances represent the first phase of a broader effort to align the City Code with state law and improve clarity and consistency. The second phase will address the penalty range for specific offenses in the Code.

#### **CITY FINANCIAL IMPACTS**

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There is no significant direct financial impact associated with these amendments.

#### **BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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None.

#### **PUBLIC OUTREACH**

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The City has received correspondence from external organizations regarding the *Camp* and *Simons* decisions. Staff will continue to bring forward other changes to Council as the Code review progresses.

## ATTACHMENTS

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1. Ordinance No. 058, 2026
2. Ordinance No. 059, 2026

ORDINANCE NO. 058, 2026  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AMENDING CERTAIN PROVISIONS OF THE CODE OF THE CITY OF FORT  
COLLINS CONCERNING DEFAULT JUDGMENTS TO EXTEND THE TIME TO FILE A  
MOTION TO SET ASIDE A DEFAULT JUDGMENT

A. On December 22, 2025, the Colorado Supreme Court issued decisions in In re People v. Camp and In re People v. Simons.

B. These decisions hold that municipal sentencing provisions that impose penalties exceeding those authorized under state law for identical or substantially similar conduct are preempted by state law.

C. Sections 19-58 and 19-72 of the City Code include provisions governing default judgments in municipal court proceedings.

D. City Council desires to amend certain provisions of the Code to extend the time period within which a defendant may file a motion to set aside a default judgment.

E. These amendments are intended to improve access to the municipal court process, promote fairness, and ensure consistency with current municipal court practices.

F. The amendments set forth in this Ordinance are part of a broader review and update of the City Code to ensure consistency with state law and improve clarity and usability.

G. City Council determines that the amendments contained herein are necessary to improve access to the municipal court process and ensure fair and consistent procedures for setting aside default judgments.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. Section 19-58 of the Code of the City of Fort Collins is hereby amended to read as follows and all other provisions of this Section remain unchanged:

**Sec. 19-58. - Default.**

...

(c) The Municipal Court may set aside a judgment entered under this rule on a showing of good cause or excusable neglect by the defendant. A motion to set aside the judgment shall be made to the Municipal Court not more than ~~seven (7)~~ **fourteen (14)** calendar days after entry of judgment.

...

Section 2. Section 19-72 of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 19-72. - Default.**

...

(b) The Municipal Judge or Referee may set aside a judgment entered under this rule on a showing of good cause or excusable neglect by the defendant. A motion to set aside the judgment shall be filed at the office where default entered not more than ~~seven~~ **fourteen (14)** consecutive days after entry of judgment.

...

Section 3. The amendments contained herein shall apply to all default judgments entered on or after the effective date of this Ordinance.

Introduced, considered favorably on first reading on May 19, 2026, and approved on second reading for final passage on June 2, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 12, 2026  
Approving Attorney: Alyssa Bamonti

Exhibits: None

ORDINANCE NO. 059, 2026  
 OF THE COUNCIL OF THE CITY OF FORT COLLINS  
 REPEALING AND REENACTING AS AMENDED SECTION 1-15 OF THE CODE OF  
 THE CITY OF FORT COLLINS CONCERNING GENERAL PENALTIES TO ALIGN  
 WITH STATE LAW FOLLOWING IN RE PEOPLE V. CAMP AND IN RE PEOPLE V.  
 SIMONS

A. On December 22, 2025, the Colorado Supreme Court issued decisions in In re People v. Camp and In re People v. Simons.

B. These decisions hold that municipal sentencing provisions that impose penalties exceeding those authorized under state law for identical or substantially similar conduct are preempted by state law.

C. City Code Section 1-15 currently contains general penalty provisions that govern misdemeanor offenses, petty offenses, traffic offenses, and civil infractions.

D. The City Attorney's Office, in coordination with the Municipal Court, has reviewed current practices and confirmed that sentencing is being administered in compliance with the requirements of the Camp and Simons decisions.

E. City Council desires to amend Code Section 1-15 to align the City Code with state law, clarify penalty classifications, and provide clear guidance regarding applicable penalties.

F. City Council further desires to ensure that penalties imposed under the City Code do not exceed the maximum penalties authorized by state law for substantially similar conduct.

G. The amendments set forth in this Ordinance are the first step in a broader review and update of the City Code to ensure consistency with state law and improve clarity and usability.

H. City Council determines that the amendments contained herein are necessary to ensure compliance with state law and to provide clear and consistent penalty provisions within City Code.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that Section 1-15 of the Code of the City of Fort Collins is hereby repealed and reenacted to read as follows:

**Sec. 1-15. General penalty and surcharges for misdemeanors offenses, petty offenses, traffic offenses, and traffic and civil infractions.**

(a) Misdemeanor offense: Except as to petty offenses described in Subsection (b) below, traffic infractions described in Subsection (c) below, and any civil infraction specified as such in this Code, any person who shall violate any provision of this Code, the Charter or any provision of any code or other regulation adopted by reference by this Code, by doing any act prohibited or declared to be unlawful thereby, or who shall engage in any business, occupation or activity for which a license or permit is required without having a valid license or permit therefor, or who shall fail to do any act required by any such provision, or who shall fail to do any act when such provision declares such failure to be unlawful or to be an offense or misdemeanor, shall be guilty of a misdemeanor and, upon conviction, shall be punished by the penalty of a fine and any surcharge, or by imprisonment, or by both such fine and imprisonment as specifically provided for such designated level of violation, in addition to any costs which may be assessed or, if no specific level of violation is designated, then all unclassified misdemeanors shall be punished by the penalty of a fine and any surcharge, the total of which is not to exceed two thousand six hundred fifty dollars (\$2,650), or by imprisonment not exceeding one hundred eighty (180) days, or by both such fine and imprisonment, in addition to any costs which may be assessed.

Notwithstanding any provision of this Code to the contrary, where a violation of this Code prohibits conduct that is identical or substantially similar to conduct prohibited by state law, the penalty range imposed shall be the same as the state penalty range for that conduct or offense and shall not exceed the maximum penalty authorized by state law for the corresponding offense.

No person under the age of eighteen (18) years as of the date of the offense shall be subject to imprisonment.

Each day upon which a violation continues shall constitute a separate offense unless some other specific time period is provided for any particular offense.

(b) Petty offense: Any person who shall violate any provision of this Code designated as a petty offense shall be punished by a penalty of a fine and any surcharge, or by imprisonment, or by both such fine and imprisonment as specifically provided for the designated level of violation, in addition to any costs which may be assessed or, if no specific level of violation is designated, for all unclassified petty offenses shall be punished by a fine and any surcharge, the total of which is not to exceed two thousand six hundred fifty dollars (\$2,650), and shall not be subject to imprisonment on account of such judgment.

Notwithstanding the provisions of this subsection (h), the maximum fine for a violation of the Code of the City of Fort Collins Article III, Chapter 12 (smoking in public areas) shall be not more than five hundred dollars (\$500).

Notwithstanding any provision of this Code to the contrary, where a violation of this Code prohibits conduct that is identical or substantially similar to conduct prohibited by state law, the penalty range imposed shall be the same as the state penalty range for that

conduct or offense and shall not exceed the maximum penalty authorized by state law for the corresponding offense.

(c) Traffic offense: A violation of any provision of Chapter 28, Vehicles and Traffic, in this Code or the Fort Collins Traffic Code, shall be deemed to be a traffic infraction if, at the time of the commission of the violation, its counterpart violation under the provisions of Article 4 in Title 42 of the Colorado Revised Statutes, if any, is designated by state law as being a traffic infraction. If no counterpart violation exists under state law, the violation shall be deemed to be a traffic infraction unless otherwise designated. All other violations under Chapter 28 of this Code or the Fort Collins Traffic Code shall be designated misdemeanors punishable as described in Subsection (a) above. Any person against whom judgment is entered for a traffic infraction under this Code shall be subject to the penalty of a fine and any surcharge, the total of which is not to exceed two thousand six hundred fifty dollars (\$2,650), and shall not be subject to imprisonment on account of such judgment.

Except as provided in Subsection (g) below, a law enforcement officer, code enforcement officer, the City Attorney or their designees may request that the Municipal Judge order restitution of direct out-of-pocket costs incurred by any victim of a misdemeanor. By way of illustration, such direct out-of-pocket costs may include, but need not be limited to, costs to repair or replace damaged property, medical insurance deductibles, or medical costs directly paid and unreimbursed by any entity other than the victim or the victim's parent or guardian.

(d) Assessment of traffic calming surcharge: A surcharge of thirty-five dollars (\$35) shall be assessed by the Municipal Court as set forth in this Section and shall be in addition to court fines, costs, other surcharges and fees. Said surcharge shall be assessed against any person who:

- (1) After a trial or hearing is found guilty of operating a motor vehicle in violation of any provision of the Fort Collins Traffic Code for which the Department of Revenue has assigned a penalty of one (1) or more points;
- (2) Pleads guilty or no contest to, or enters an Alford plea to, any such violation pursuant to any plea agreement; or
- (3) Accepts an early payment discount in a case where the citation was issued for such a violation.

Said surcharge shall be assessed at the time of disposition by the Municipal Court and shall be dedicated by the Finance Department and exclusively spent for traffic-calming expenditures, including, but not limited to, training, education, signage, facilities, public education and additional traffic enforcement police officers and equipment.

(e) Civil Infraction: Except as provided in Paragraph (4) below, any person found responsible for a violation of this Code designated as a civil infraction shall pay a civil

penalty for such infraction of not more than two thousand six hundred fifty dollars (\$2,650). Said amount may be adjusted for inflation on January 1 of each calendar year. For the purpose of this provision, inflation shall mean the annual percentage change in the United States Department of Labor, Bureau of Labor Statistics, consumer price index for Denver-Boulder, all items, all urban consumers, or its successor index, plus costs, damages and expenses as follows:

(1) Each act of violation and every day upon which a violation occurs shall constitute a separate violation.

(2) A person found responsible by the Municipal Court or Referee for any violation of this Code charged as a civil infraction shall pay the penalty and costs assessed, which may include all costs, direct and indirect, which the City has incurred in connection with the civil infraction. In addition, the Municipal Judge or Referee may issue any orders necessary to abate a nuisance.

(3) If a defendant fails to answer a citation for a civil infraction or notice to appear in court or before a Referee for such infraction, a default judgment shall enter in the amount of the civil penalty plus all costs, expenses and damages. In the event a defendant fails to pay a civil penalty, costs, damages or expenses within thirty (30) days after the payment is due or fails to pay a default judgment, the City may pursue any legal means for collection and associated costs for collection, in addition, may obtain an assessment lien against the property that was the subject of the violation if the Code violation is designated as a nuisance in Chapter 20, is a violation of any civil infraction contained in Chapter 5, 12, 20, 24 or 27, or is a violation of Land Use Code Division 5.14 and was committed by an owner or tenant of the property.

(4) If a person who is alleged to have committed a violation of any provision of this Code that does not have a state equivalent offense and is classified as a civil infraction who has been found liable for two (2) or more such violations within the twelve-month period immediately preceding the new alleged violation, then, whether or not the previous violations were committed at the same premises as the new alleged violation, the new alleged violation may be charged as an unclassified misdemeanor criminal offense that is subject to a penalty or imprisonment, costs, fees and any other orders imposed in accordance with this Section.

Notwithstanding any provision of this Code to the contrary, where a violation of this Code prohibits conduct that is identical or substantially similar to conduct prohibited by state law, the penalty range imposed shall be the same as the state penalty range for that conduct or offense and shall not exceed the maximum penalty authorized by state law for the corresponding offense.

(g) Restitution: Restitution through Municipal Court shall not be available for victims of traffic infractions or traffic misdemeanors.

Any person convicted of violating the provisions of Chapter 4, Animals and Insects; Chapter 17, Miscellaneous Offenses; or Chapter 20, Nuisances, shall reimburse the City for costs incurred by the City or Poudre Fire Authority in enforcing the provisions of said sections if such enforcement required the use of an extraordinary number of personnel, highly trained personnel, sophisticated equipment or nontraditional methods of enforcement. The amount of such restitution shall be apportioned among multiple defendants involved in the same criminal episode as deemed appropriate by the Municipal Judge, taking into consideration the behavior of the defendant(s), the amount and kind of expenses incurred by the City or Poudre Fire Authority, the number of participants involved in the criminal activity and such other circumstances as the Municipal Judge may consider relevant. Notwithstanding the foregoing, if another provision of the Code imposes a more specific restitution requirement than the requirement imposed by this Section, then the Code provision which requires the greater amount of restitution will control.

(h) Penalty: For offenses committed on or after December 22, 2025 misdemeanors are divided into three (3) classes, and petty offenses are divided into two (2) classes that are distinguished from one another. The penalties in this section apply to all open, pending, and active cases, and all suspended sentences or revocations on or after that date. Unless otherwise specified, the following penalty ranges apply:

**Fort Collins Penalty Reference Table**

<b>Classification</b>	<b>Jail</b>	<b>Fine</b>
Unclassified Misdemeanor (M)	Up to 180 days	Up to \$2,650
Class 1 Misdemeanor (M1)	Up to 364 days	Up to \$1,000
Class 2 Misdemeanor (M2)	Up to 120 days	Up to \$750
Unclassified Petty (P)	0 jail	Up to \$2,650
Petty Offense (PO1)	Up to 10 days	Up to \$300
Misdemeanor Traffic 1 (MT1)	Up to 1 year	Up to \$1,000
Misdemeanor Traffic 2 (MT2)	Up to 90 days	Up to \$300
Traffic Infraction (TI)	0 jail	Up to \$2,650
Civil Infraction	0 jail	Up to \$2,650

Introduced, considered favorably on first reading on May 19, 2026, and approved on second reading for final passage on June 2, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 12, 2026  
Approving Attorney: Dawn Downs

Exhibit: None

**File Attachments for Item:**

**11. Items Relating to the Peakview Annexation No. 2.**

A. Resolution 2026-071 Setting Forth Findings of Fact and Determinations Regarding the Peakview Annexation No. 2.

B. Public Hearing and First Reading of Ordinance No. 060, 2026, Annexing the Property Known as the Peakview Annexation No. 2 to the City of Fort Collins, Colorado.

The purpose of this item is to annex approximately 70 acres of land into the City of Fort Collins. The Peakview Annexation No. 2 is a 100% voluntary annexation located on the northeast corner of East Mulberry Street (State Highway 14) and Greenfields Drive intersection, within the East Mulberry Corridor and the Fort Collins Growth Management Area (the "GMA"). The site is made up of the Cooper Slough Hunting Club parcel along with Lots 1–5 and Outlot C of the Parkview PLD, which was recorded and approved in Larimer County (the "County") in 2022. The annexation meets all State of Colorado statutory requirements for voluntary annexation, including a contiguous perimeter of 54.50%, above the one-sixth (16.67%) minimum required by State statute. The annexation is within the East Mulberry Enclave and will be added and studied as part of the Threshold Report anticipated to be shared with City Council May 2026. The annexation is also consistent with the Intergovernmental Agreement for the GMA between the City and the County. There is a related agenda item for zoning on the property.

May 19, 2026

# AGENDA ITEM SUMMARY

## City Council




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### STAFF

Kai Kleer, Senior City Planner

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### SUBJECT

**Items Relating to the Peakview Annexation No. 2.**

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### EXECUTIVE SUMMARY

A. Resolution 2026-071 Setting Forth Findings of Fact and Determinations Regarding the Peakview Annexation No. 2.

B. Public Hearing and First Reading of Ordinance No. 060, 2026, Annexing the Property Known as the Peakview Annexation No. 2 to the City of Fort Collins, Colorado.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Resolution and Ordinance on First Reading.

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### BACKGROUND / DISCUSSION

The applicant, Troy Jones of MTA Planning & Architecture, on behalf of property owners Valley 14, LLC and Cooper Slough Hunting Club, LLC, submitted a voluntary petition to annex approximately 70 acres into the City. The site is located at the northeast corner of Greenfields Drive and East Mulberry Road and lies entirely within the East Mulberry Plan subarea and the GMA.

The property meets all of the requirements for voluntary annexation outlined in the Colorado Revised Statutes and the County and City Intergovernmental Agreement (the "IGA"):

- More than one-sixth (1/6) of the property's perimeter is contiguous with existing City limits. The Peakview No. 2 site has 54.50% contiguity, which substantially exceeds the minimum.

- A community of interest exists between the property and the City.
- The property is urban or will be urbanized in the near future.
- The property is integrated with or capable of being integrated with the City.
- The annexation will not result in the creation of an enclave or detached parcel of unincorporated land.
- The annexation is also consistent with the policies and agreements between the City and County contained in the IGA for the GMA, as amended.

The site is bisected by the Cooper Slough drainage way. The existing recorded Parkview PLD plat preserves a 100–150 foot wetland and wildlife buffer along the Cooper Slough, a trail corridor, and stormwater infrastructure, all of which will carry forward with the annexation. The annexation will result in a logical and orderly development pattern, as the site is surrounded by existing City limits on more than half of its perimeter and will develop sequentially with the adjacent Bloom subdivision, which is supported by infrastructure already in place.

Pertinent procedural milestones for the annexation are as follows:

- Conceptual Review: September 15, 2022
- Neighborhood Meeting: September 29, 2022
- Annexation Submittal: January 25, 2023
- Initiating Resolution: April 7, 2026
- Planning and Zoning Commission Recommendation: April 16, 2026
- First Reading: May 19, 2026 - Second Reading: June 12, 2026
- Effective Date of the Annexation: June 22, 2026

A related conditional zoning ordinance on this agenda places the property into the Medium Density Mixed-Use Neighborhood (MMN), General Commercial (CG), and Industrial (I) zone districts and places it into the Residential Neighborhood Sign District.

### **CITY FINANCIAL IMPACTS**

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No direct financial impacts are associated with the annexation. Once developed, the property will generate property tax, sales tax, and use tax revenue, and will require ongoing City services consistent with other annexed properties in the East Mulberry Corridor.

### **BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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On April 16, 2026, the Planning and Zoning Commission held a public hearing on the proposed annexation and forwarded a recommendation of approval to City Council, finding that the annexation meets all applicable State of Colorado statutory criteria and is consistent with the IGA for the GMA.

## **PUBLIC OUTREACH**

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A neighborhood meeting was held on September 29, 2022. No members of the public attended. All other public notification requirements as required by State and local law have been met, including written notice to surrounding property owners and posting of the property.

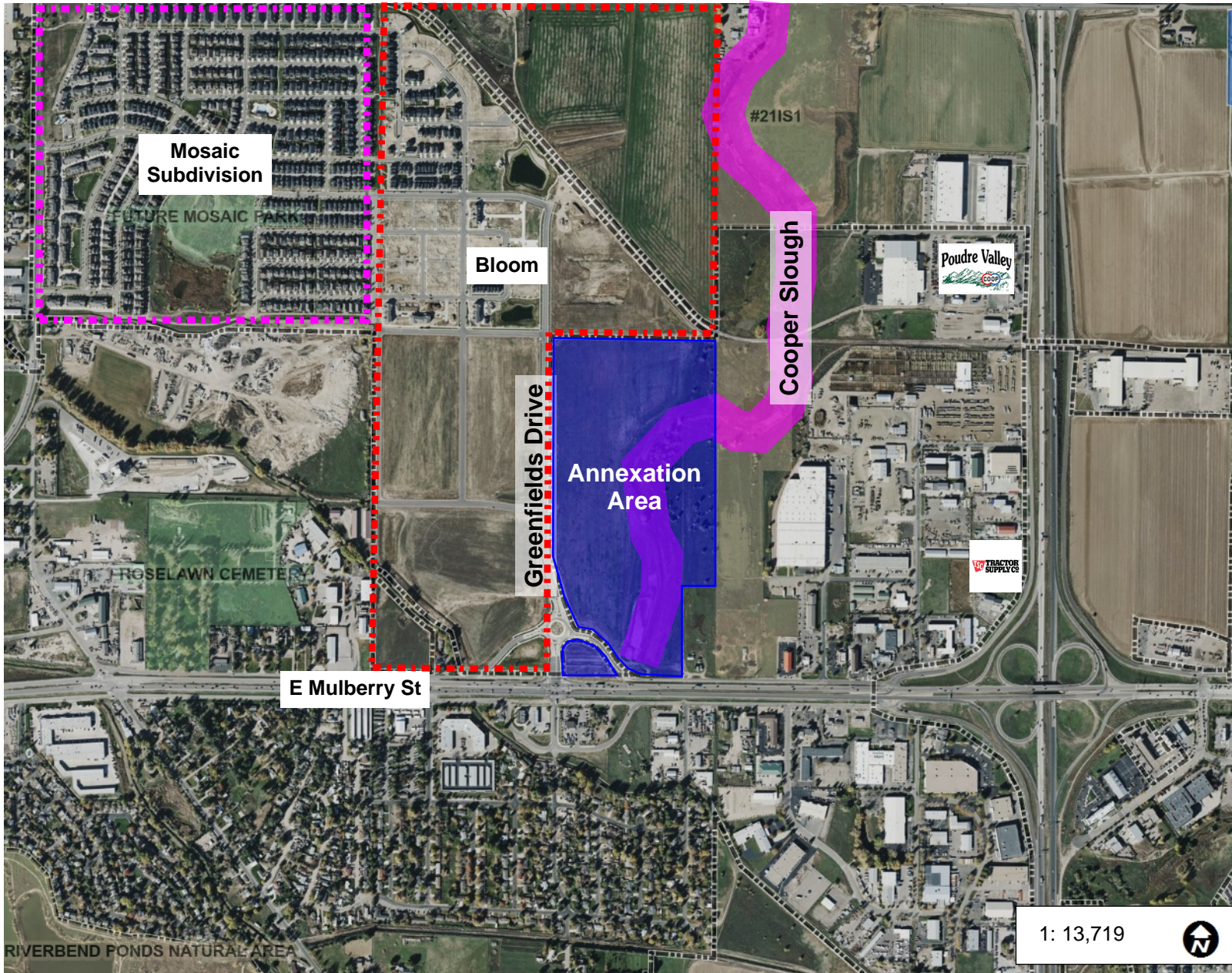
## **ATTACHMENTS / LINKS**

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1. Vicinity Map
2. Annexation Map
3. Annexation Petition
4. Planning and Zoning Commission Minutes, April 16, 2026 (draft)
5. Resolution 2026-071
6. Ordinance No. 060, 2026

# Vicinity Map

Item 11.



## Legend

- Growth Management Area
- Parks
- Schools
- Natural Areas
- City Limits

## Notes

2,286.0 0 1,143.00 2,286.0 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
City of Fort Collins - GIS

This map is a user generated static output from the City of Fort Collins FCMAPS Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

1: 13,719



**GENERAL NOTES:**

1. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR RAILROAD UNLESS OTHERWISE SPECIFIED.
2. ALL CURVE DATA IS TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR RAILROAD UNLESS OTHERWISE SPECIFIED.
3. THIS ANNEXATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY WORK SURVEY PLAN.
4. THE SURVEYOR HAS REVIEWED THE RECORD PLANS AND FOUND THEM TO BE CORRECT AND ACCURATE.

11. ON THE AGE OF A CORNER TO THE LEFT, HAVING A BEARING OF 180.00 FEET, A CENTRAL ANGLE OF 073230"
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37. ON THE AGE OF A CORNER TO THE LEFT, HAVING A BEARING OF 180.00 FEET, A CENTRAL ANGLE OF 073230"

1. JAMES ADAMS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT HE HAS SURVEYED THE ABOVE DESCRIBED LAND AND THAT THE BEARINGS AND DISTANCES ARE CORRECT AND ACCURATE.
2. THE TOTAL CONDITIONS FURNISHED IS 58.00 FEET WHICH EXCEEDS THE ONE-SIXTH (1/6) AREA REQUIRED.

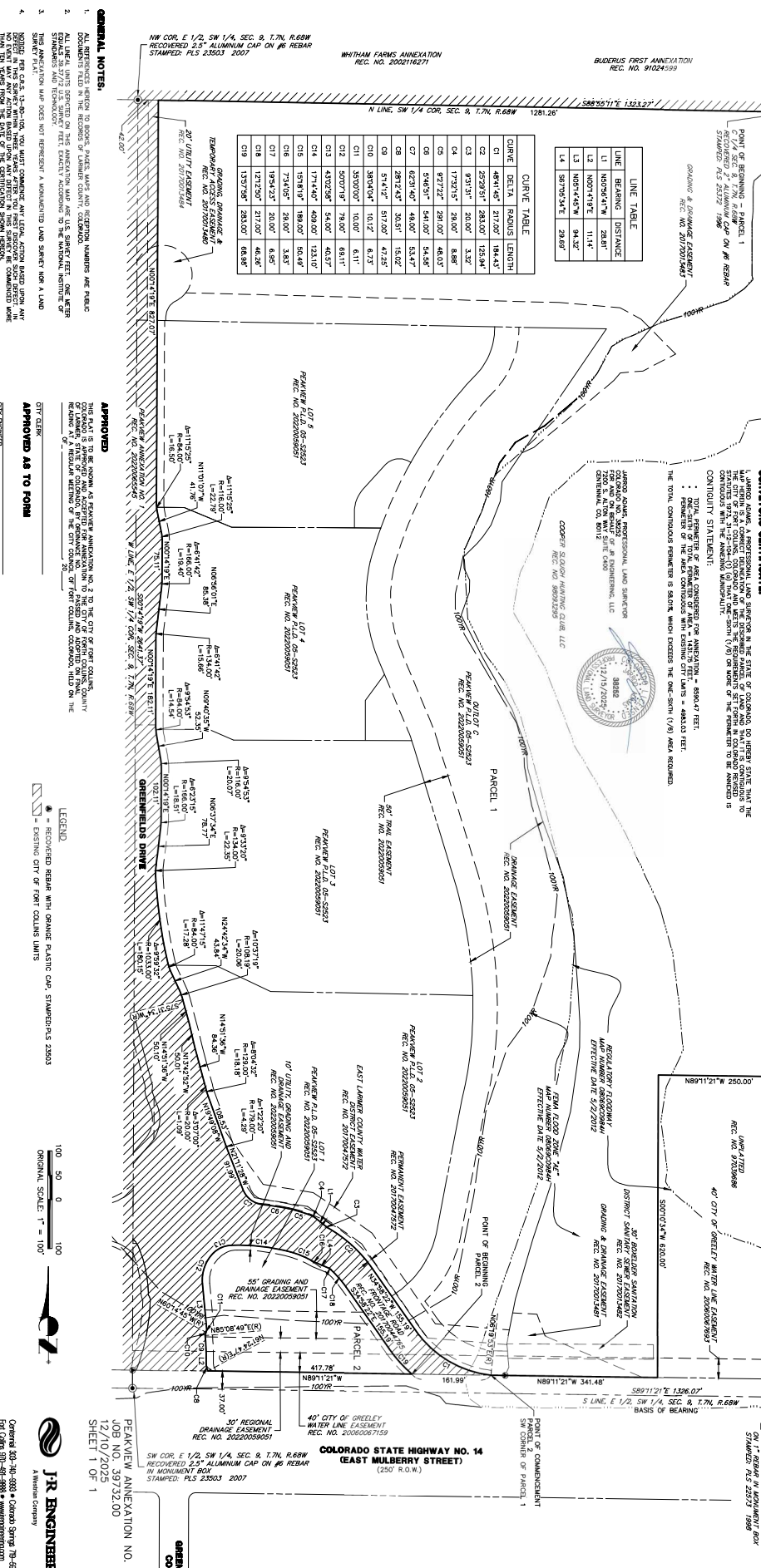
**PEAKVIEW ANNEXATION NO. 2**  
 TO THE CITY OF FORT COLLINS, LOCATED  
 IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9  
 TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M.  
 COUNTY OF LARIMER, STATE OF COLORADO

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N00°04'18" W	28.81'
L2	N00°04'18" W	28.81'
L3	N00°04'18" W	28.81'
L4	S87°05'48" E	28.81'

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH
C1	48°41'48"	217.00'	184.43'
C2	25°29'31"	283.00'	153.94'
C3	9°31'31"	20.00'	3.32'
C4	17°23'15"	20.00'	8.86'
C5	8°27'22"	291.00'	48.05'
C6	5°06'31"	141.00'	14.46'
C7	8°23'14"	48.00'	13.47'
C8	18°10'24"	30.51'	15.87'
C9	37°14'2"	37.00'	47.23'
C10	35°03'07"	10.00'	6.17'
C11	35°03'07"	10.00'	6.17'
C12	43°02'58"	79.00'	69.11'
C13	43°02'58"	54.00'	40.57'
C14	17°14'40"	400.00'	123.10'
C15	10°18'10"	189.00'	102.49'
C16	7°34'02"	29.00'	3.83'
C17	18°14'32"	20.00'	6.85'
C18	12°12'50"	217.00'	46.38'
C19	13°37'48"	283.00'	68.89'



**APPROVED AS TO FORM**

DATE: 11/10/2023  
 SHEET 1 OF 1

**JR ENGINEERING**  
 A Member Company

Colorado: 303-340-2023 • Colorado Survey: 70-293-2559  
 Fort Collins: 970-461-8888 • www.jrengineering.com

## PETITION FOR ANNEXATION

THE UNDERSIGNED (hereinafter referred to as the "Petitioners") hereby petition the Council of the City of Fort Collins, Colorado for the annexation of an area, to be referred to as the Peakview Annexation No. 2 Annexation to the City of Fort Collins. Said area, consisting of approximately 3,038,737 SQUARE FEET OR 69.7598 ACRES, is more particularly described on Attachment "A," attached hereto.

The Petitioners allege:

1. That it is desirable and necessary that such area be annexed to the City of Fort Collins.
2. That the requirements of Sections 31-12-104 and 31-12-105, C.R.S., exist or have been met.
3. That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the boundaries of the City of Fort Collins.
4. That a community of interest exists between the area proposed to be annexed and the City of Fort Collins.
5. That the area to be annexed is urban or will be urbanized in the near future.
6. That the area proposed to be annexed is integrated with or capable of being integrated with the City of Fort Collins.
7. That the Petitioners herein comprise more than fifty percent (50%) of the landowners in the area and own more than fifty percent (50%) of the area to be annexed, excluding public streets, alleys and lands owned by the City of Fort Collins.
8. That the City of Fort Collins shall not be required to assume any obligations respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets or any other services or utilities in connection with the property proposed to be annexed except as may be provided by the ordinance of the City of Fort Collins.

Further, as an express condition of annexation, Petitioners consent to the inclusion into the Municipal Subdistrict, Northern Colorado Water Conservancy District (the "Subdistrict") pursuant to §37-45-136(3.6) C.R.S., Petitioners acknowledge that, upon inclusion into the Subdistrict, Petitioners' property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the Subdistrict at the time of inclusion of Petitioners' lands. Petitioners agree to waive any right to an election which may exist pursuant to Article X, §20 of the Colorado Constitution before the Subdistrict can impose such mill levies and special assessments as it has the authority to impose. Petitioners also agree to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, §20 of the Colorado Constitution.

WHEREFORE, said Petitioners request that the Council of the City of Fort Collins approve the annexation of the area described on Attachment "A." Furthermore, the Petitioners request that said area be placed in the MMN - Medium Density Mixed-use Neighborhood, I - Industrial, and GC - General Commercial Zone Districts pursuant to the Land Use Code of the City of Fort Collins, and more particularly described on Attachment "D," attached hereto.

(Check box if applicable). The Petitioners reserve the right to withdraw this petition and their signatures therefrom at any time prior to the commencement of the roll call of the City Council for the vote upon the second reading of the annexation ordinance.

Individual Petitioners signing this Petition represent that they own the portion(s) of the area described on Attachment "A" as more particularly described below:

**Cooper Slough Hunting Club, LLC Ownership**

A tract of land situate in the East 1/2 of the Southwest 1/4 of Section 9, Township 7 North, Runge 68 West of the 6th P.M., Larimer County, Colorado which considering the South line of the said Southwest 1/4 as bearing N 890 11' 21" W and all bearings contained herein relative thereto is contained within the boundary lines which begin at a point on the North right of-way of CO Highway No. 14 which bears N 890 11' 21" W 250.00 feet and again N 000 10' 34" E 37.00 feet from the South 1/4 corner of said Section 9 and run thence N00010'34" E 620.00 feet; thence S 890 11' 21" E 250.00 feet to a point on the East line of the Southwest 1/4; thence N 000 10' 34" E 1978.18 feet along the said East line to the Center 1/4 corner of said Section 9; thence N 880 55' 11" W 1323.28 feet along the North Line of the said Southwest 1/4 to the Northwest corner of the said East 1/2 of the Southwest 1/4; thence S00014'19" W 451.94 feet along the West of the said East 1/2 of the Southwest 1/4; thence S 880 5' 11" E 962.56 feet, thence S 340 15' 36" W 379.40 feet to a point on the Westerly Line of an existing wetland area; thence along the said Westerly line, S 05 043' 24" W 40.00 feet and again S 21 0 04' 13 " W 52.36 feet and again S 35 0 29' 50" W 28.76 feet and again S 380 56' 57" W 18.41 feet again S 29' 27" W 38.98 feet and again S 01 0 31' 15" E 23.23 feet and S 240 47' 42" E 27.37 feet and again S 000 7' 35" W 23.89 feet and again S 190 27' 45" W 51.00 feet and S 27 0 04' 46" E 98.28 feet and S 290 34' 26" E 121.27 feet and again S 190 51' 25" E 83.87 feet and again S 040 17' 36" E 42.42 feet and again S 15 0 47' 05" E 105.48 feet and again S 200 07'14" E 128.82 feet and again S 100 21' 14 1' E 122.97 feet and again S 04 0 04' 15" E 111.32 feet and again S 03 0 36' 34" E 65.40 feet and again S 000 28' 21" W 52.45 feet and again S 080 10'29" W 131.91 feet and S 15 0 08' 31"W 159.24 feet and S 18 0 20' 09" W 114.46 feet and again S 160 07' 52" W 126.85 feet and again S 11 0 03' 34" W 93.31 feet and again S 04 0 42'23" E 48.59 feet and again S 24 0 24' 43" W 18,25 feet to a point on the North right-of-way line of Colorado Highway No. 14; thence S 890 11' 21" E 312.33 feet to the point of beginning, containing 35.0108 Acres more or less.

IN WITNESS WHEREOF, I/we have executed this Petition for Annexation this 20th day of January, 2026.

  
Petitioner's/Owner's Signature  
(Cooper Slough Hunting Club, LLC by Michael L. Donaldson)

P.O. Box 930  
Address

Fort Collins, CO 80522  
City State Zip

- (Check box if applicable). The Petitioners reserve the right to withdraw this petition and their signatures therefrom at any time prior to the commencement of the roll call of the City Council for the vote upon the second reading of the annexation ordinance.

Individual Petitioners signing this Petition represent that they own the portion(s) of the area described on Attachment "A" as more particularly described below:

### Valley 14, LLC Ownership

(1) A TRACT OF LAND SITUATE IN THE EAST 1/2 OF THE SOUTHWEST 1/4 SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH P.M., LARIMER COUNTY, COLORADO WHICH CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST 1/4 AS BEARING NORTH 89 DEGREES 11 MINUTES 21 SECONDS WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO IS CONTAINED WITHIN THE BOUNDARY LINES WHICH BEGIN AT A POINT ON THE EAST LINE OF THE SAID SOUTHWEST 1/4 WHICH BEARS NORTH 00 DEGREES 10 MINUTES 34 SECONDS EAST 1,353.04 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 9 AND RUN THENCE NORTH 88 DEGREES 53 MINUTES 14 SECONDS WEST 1,324.68 FEET TO THE WEST LINE OF THE SAID EAST 1/2; THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 14 MINUTES 19 SECONDS EAST 1,281.36 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST 1/4; THENCE ALONG SAID NORTH LINE SOUTH 88 DEGREES 55 MINUTES 11 SECONDS EAST 1,323.28 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 9; THENCE ALONG THE EAST LINE OF THE SAID SOUTHWEST 1/4, SOUTH 00 DEGREES 10 MINUTES 34 SECONDS WEST 1,282.14 FEET TO THAT POINT OF BEGINNING;

(2) AND EXCEPTING THAT PORTION CONVEYED TO COOPER SLOUGH HUNTING CLUB, LLC, IN DEED RECORDED OCTOBER 27, 1998 AS RECEPTION NO. 989093295. **TOGETHER WITH** THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS; COMMENCING AT THE WEST 1/16TH CORNER COMMON TO SECTIONS 9 AND 16; THENCE N00°13'30"E, A DISTANCE OF 374.86 FEET ON THE WEST LINE OF SAID

SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE POINT OF BEGINNING; THENCE N00°13'30"E, A DISTANCE OF 985.09 FEET ON SAID WEST LINE; THENCE S88°54'03"E, A DISTANCE OF 789.69 FEET TO THE WEST LINE OF THAT PARCEL RECORDED AT RECEPTION NUMBER 98093295 IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE; THENCE ON SAID WEST LINE FOR THE FOLLOWING 15 COURSES;

- 1) THENCE S19°52'14"E, A DISTANCE OF 34.64 FEET;
- 2) THENCE S04°18'25"E, A DISTANCE OF 42.42 FEET;
- 3) THENCE S15°47'54"E, A DISTANCE OF 105.48 FEET;
- 4) THENCE S20°08'03"E, A DISTANCE OF 128.82 FEET;
- 5) THENCE S10°22'03"E, A DISTANCE OF 122.97 FEET;
- 6) THENCE S04°05'04"E, A DISTANCE OF 111.32 FEET;
- 7) THENCE S03°37'23"E, A DISTANCE OF 65.40 FEET;
- 8) THENCE S00°27'32"W, A DISTANCE OF 52.45 FEET;
- 9) THENCE S08°09'40"W, A DISTANCE OF 131.91 FEET;
- 10) THENCE S15°07'42"W, A DISTANCE OF 159.24 FEET;
- 11) THENCE S18°19'20"W, A DISTANCE OF 114.46 FEET;
- 12) THENCE S16°07'03"W, A DISTANCE OF 126.85 FEET;
- 13) THENCE S11°02'45"W, A DISTANCE OF 93.31 FEET;

- 14) THENCE S04°43'12"E, A DISTANCE OF 48.59 FEET;  
 15) THENCE S24°23'54"W, A DISTANCE OF 18.21 FEET;  
 THENCE N89°12'02"W, A DISTANCE OF 35.41 FEET ON A LINE 37.00 NORTH OF AND PARALLEL TO THE TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TO THE NORTHEAST LINE OF THAT PARCEL RECORDED AT RECEPTION NUMBER 20170044765 IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE, THE SAME BEING THE NORTH RIGHT OF WAY LINE OF THE REALIGNED NORTH FRONTAGE ROAD FOR EAST MULBERRY STREET; THENCE ON SAID NORTH LINE FOR THE FOLLOWING 5 COURSES;
- 1) THENCE ALONG A NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 217.00 FEET, A CENTRAL ANGLE OF 46°59'53", A DISTANCE OF 178.00 FEET, A CHORD BEARING OF N58°13'16"W WITH A CHORD DISTANCE OF 173.05 FEET;
  - 2) THENCE N34°43'20"W, A DISTANCE OF 155.19 FEET;
  - 3) THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF 42°57'55", A DISTANCE OF 212.22 FEET, A CHORD BEARING OF N56°12'17"W WITH A CHORD DISTANCE OF 207.28 FEET;
  - 4) THENCE ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET, A CENTRAL ANGLE OF 11°49'23", A DISTANCE OF 109.99 FEET, A CHORD BEARING OF N83°35'56"W WITH A CHORD DISTANCE OF 109.79 FEET;
  - 5) THENCE N89°30'38"W, A DISTANCE OF 210.05 FEET TO THE POINT OF BEGINNING.

**TOGETHER WITH**

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS; COMMENCING AT THE WEST 1/16TH CORNER COMMON TO SECTIONS 9 AND 16, MONUMENTED WITH A 2 ½" ALUMINUM CAP STAMPED PLS 23503; THENCE N00°13'30"E, A DISTANCE OF 37.00 FEET ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9; THENCE S89°12'02"E, A DISTANCE OF 124.82 FEET, PARALLEL WITH AND 37.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE RIGHT OF WAY LINE CREATED BY THAT DOCUMENT RECORDED AT RECEPTION NUMBER 20170044765 IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE, AND THE POINT OF BEGINNING; THENCE ON SAID RIGHT OF WAY LINE FOR THE FOLLOWING 7 COURSES;

- 1) THENCE N00°48'14"E, A DISTANCE OF 237.53 FEET;
- 2) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'07", A DISTANCE OF 54.98 FEET, A CHORD BEARING OF N45°29'19"E WITH A CHORD DISTANCE OF 49.50 FEET;
- 3) THENCE S89°30'38"E, A DISTANCE OF 47.37 FEET;
- 4) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET, A CENTRAL ANGLE OF 11°49'23", A DISTANCE OF 96.37 FEET, A CHORD BEARING OF S83°35'56"E WITH A CHORD DISTANCE OF 96.19 FEET TO A POINT OF COMPOUND CURVATURE;
- 5) THENCE ALONG SAID COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 217.00 FEET, A CENTRAL ANGLE OF 42°57'55", A DISTANCE OF 162.73 FEET, A CHORD BEARING OF S56°12'17"E WITH A CHORD DISTANCE OF 158.94 FEET;
- 6) THENCE S34°43'20"E, A DISTANCE OF 155.19 FEET;
- 7) THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF 13°57'56", A DISTANCE OF 68.98 FEET, A CHORD BEARING OF S41°42'18"E WITH A CHORD DISTANCE OF 68.81 FEET; THENCE N89°12'02"W, A DISTANCE OF 447.89 FEET, PARALLEL WITH AND 37.00 FEET

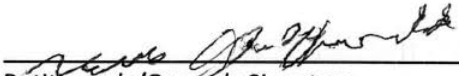
NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE POINT OF BEGINNING.

**TOGETHER WITH**

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS; COMMENCING AT THE WEST 1/16TH CORNER COMMON TO SECTIONS 9 AND 16, MONUMENTED WITH A 2 1/2" ALUMINUM CAP STAMPED PLS 23503; THENCE N00°13'30"E, A DISTANCE OF 37.00 FEET ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE POINT OF BEGINNING; THENCE N00°13'30"E, A DISTANCE OF 271.86 FEET CONTINUING ON SAID WEST LINE TO THE SOUTH RIGHT OF WAY LINE OF THE REALIGNED NORTH FRONTAGE ROAD FOR EAST MULBERRY STREET; THENCE ON SAID SOUTH RIGHT OF WAY LINE FOR THE FOLLOWING 3 COURCES;

- 1) THENCE S89°30'38"E, A DISTANCE OF 26.38 FEET;
- 2) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°18'52", A DISTANCE OF 55.17 FEET, A CHORD BEARING OF S44°21'12"E WITH A CHORD DISTANCE OF 49.63 FEET;
- 3) THENCE S00°48'14"W, A DISTANCE OF 236.99 FEET; THENCE N89°12'02"W, A DISTANCE OF 58.82 FEET ON A LINE PARALLELL WITH AND 37.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE POINT OF BEGINNING.

IN WITNESS WHEREOF, I/we have executed this Petition for Annexation this 20th day of January, 2 026 .

  
 \_\_\_\_\_  
 Petitioner's/Owner's Signature  
 (Valley 14, LLC by Michael L. Donaldson)

P.O. Box 930  
 \_\_\_\_\_  
 Address

Fort Collins, CO 80522  
 \_\_\_\_\_  
 City State Zip


**Attachment A – Legal Description of the “Peakview Annexation No. 2”**
**PROPERTY DESCRIPTION**

TWO PARCELS OF LAND BEING ALL OF LOTS 1-5 AND OUTLOT C, PARKVIEW P.L.D. 05-S2523, AS RECORDED UNDER RECEPTION NO. 20220059051 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER, TOGETHER WITH A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M. BEING MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "LS 23503" AT THE WEST END AND A 2-1/2" ALUMINUM CAP STAMPED "LS 22573" AT THE EAST END, SAID LINE BEING ASSUMED TO BEAR S89°11'21"E.

**PARCEL 1:**

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, S00°10'34"W A DISTANCE OF 1,978.18 FEET, TO THE NORTHEAST CORNER OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 97039686 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER;

THENCE ON THE NORTHERLY LINE OF SAID PROPERTY, N89°11'21"W A DISTANCE OF 250.00 FEET, TO THE NORTHWEST CORNER OF SAID PROPERTY;

THENCE ON THE WESTERLY LINE OF SAID PROPERTY, S00°10'34"W A DISTANCE OF 620.00 FEET, TO THE SOUTHWEST CORNER OF SAID PROPERTY, ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MULBERRY STREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 341.48 FEET, TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING THIRTY-SEVEN (37) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N06°19'53"E, HAVING A RADIUS OF 217.00 FEET, A CENTRAL ANGLE OF 48°41'45" AND AN ARC LENGTH OF 184.43 FEET, TO A POINT OF TANGENT;
2. N34°58'22"W A DISTANCE OF 155.19 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF 25°29'51" AND AN ARC LENGTH OF 125.94 FEET, TO A POINT OF REVERSE CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 09°31'31" AND AN ARC LENGTH OF 3.32 FEET, TO A POINT OF TANGENT;
5. N50°56'41"W A DISTANCE OF 28.81 FEET, TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 17°32'15" AND AN ARC LENGTH OF 8.88 FEET, TO A POINT OF COMPOUND CURVE;
7. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 291.00 FEET, A CENTRAL ANGLE OF 09°27'22" AND AN ARC LENGTH OF 48.03 FEET, TO A POINT OF COMPOUND CURVE;
8. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 541.00 FEET, A CENTRAL ANGLE OF 05°46'51" AND AN ARC LENGTH OF 54.58 FEET, TO A POINT OF REVERSE CURVE;
9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 49.00 FEET, A CENTRAL ANGLE OF 62°31'40" AND AN ARC LENGTH OF 53.47 FEET, TO A POINT OF TANGENT;
10. N21°11'28"W A DISTANCE OF 91.99 FEET, TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 179.00 FEET, A CENTRAL ANGLE OF 01°22'20" AND AN ARC LENGTH OF 4.29 FEET, TO A POINT OF TANGENT;

12. N19°49'08"W A DISTANCE OF 108.53 FEET, TO A POINT OF CURVE;
13. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 129.00 FEET, A CENTRAL ANGLE OF 08°04'32" AND AN ARC LENGTH OF 18.18 FEET, TO A POINT OF REVERSE CURVE;
14. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 03°07'00" AND AN ARC LENGTH OF 1.09 FEET, TO A POINT OF TANGENT;
15. N14°51'36"W A DISTANCE OF 84.36 FEET;
16. N13°42'52"W A DISTANCE OF 50.01 FEET;
17. N14°51'36"W A DISTANCE OF 50.10 FEET, TO A POINT OF NON-TANGENT CURVE;
18. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S75°31'34"W, HAVING A RADIUS OF 108.19 FEET, A CENTRAL ANGLE OF 10°37'19" AND AN ARC LENGTH OF 20.06 FEET, TO A POINT OF NON-TANGENT;
19. N24°42'34"W A DISTANCE OF 43.84 FEET, TO A POINT OF CURVE;
20. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 11°47'15" AND AN ARC LENGTH OF 17.28 FEET, TO A POINT OF COMPOUND CURVE;
21. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,033.00 FEET, A CENTRAL ANGLE OF 09°59'32" AND AN ARC LENGTH OF 180.15 FEET, TO A POINT OF COMPOUND CURVE;
22. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 09°33'20" AND AN ARC LENGTH OF 22.35 FEET, TO A POINT OF TANGENT;
23. N06°37'34"E A DISTANCE OF 78.77 FEET, TO A POINT OF CURVE;
24. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 06°23'15" AND AN ARC LENGTH OF 18.51 FEET, TO A POINT OF TANGENT;
25. N00°14'19"E A DISTANCE OF 102.11 FEET, TO A POINT OF CURVE;
26. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE OF 09°54'53" AND AN ARC LENGTH OF 20.07 FEET, TO A POINT OF TANGENT;
27. N09°40'35"W A DISTANCE OF 52.35 FEET, TO A POINT OF CURVE;
28. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 09°54'53" AND AN ARC LENGTH OF 14.54 FEET, TO A POINT OF TANGENT;
29. N00°14'19"E A DISTANCE OF 182.11 FEET, TO A POINT OF CURVE;
30. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 06°41'42" AND AN ARC LENGTH OF 15.66 FEET, TO A POINT OF TANGENT;
31. N06°56'01"E A DISTANCE OF 85.38 FEET, TO A POINT OF CURVE;
32. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 06°41'42" AND AN ARC LENGTH OF 19.40 FEET, TO A POINT OF TANGENT;
33. N00°14'19"E A DISTANCE OF 75.11 FEET, TO A POINT OF CURVE;
34. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE OF 11°15'25" AND AN ARC LENGTH OF 22.79 FEET, TO A POINT OF TANGENT;
35. N11°01'07"W A DISTANCE OF 41.76 FEET, TO A POINT OF CURVE;
36. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 11°15'25" AND AN ARC LENGTH OF 16.50 FEET, TO A POINT OF TANGENT;

37. N00°14'19"E A DISTANCE OF 827.07 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ON SAID NORTH LINE, S88°55'11"E A DISTANCE OF 1,281.26 FEET, TO THE POINT OF BEGINNING.

**PARCEL 2:**

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 1, BEING LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MULBERRY STREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 161.99 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 417.78 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIXTEEN (16) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N61°24'47"E, HAVING A RADIUS OF 30.51 FEET, A CENTRAL ANGLE OF 28°12'43" AND AN ARC LENGTH OF 15.02 FEET, TO A POINT OF NON-TANGENT;
2. N00°14'19"E A DISTANCE OF 11.14 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 517.00 FEET, A CENTRAL ANGLE OF 05°14'12" AND AN ARC LENGTH OF 47.25 FEET, TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N85°08'49"E, HAVING A RADIUS OF 10.12 FEET, A CENTRAL ANGLE OF 38°04'04" AND AN ARC LENGTH OF 6.73 FEET, TO A POINT OF NON-TANGENT CURVE;
5. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N60°14'45"W, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 35°00'00" AND AN ARC LENGTH OF 6.11 FEET, TO A POINT OF TANGENT;
6. N05°14'45"W A DISTANCE OF 94.32 FEET, TO A POINT OF CURVE;
7. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 79.00 FEET, A CENTRAL ANGLE OF 50°07'19" AND AN ARC LENGTH OF 69.11 FEET, TO A POINT OF COMPOUND CURVE;
8. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 43°02'58" AND AN ARC LENGTH OF 40.57 FEET, TO A POINT OF COMPOUND CURVE;
9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 409.00 FEET, A CENTRAL ANGLE OF 17°14'40" AND AN ARC LENGTH OF 123.10 FEET, TO A POINT OF COMPOUND CURVE;
10. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 189.00 FEET, A CENTRAL ANGLE OF 15°18'19" AND AN ARC LENGTH OF 50.49 FEET, TO A POINT OF REVERSE CURVE;
11. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 07°34'05" AND AN ARC LENGTH OF 3.83 FEET, TO A POINT OF TANGENT;
12. S67°05'34"E A DISTANCE OF 29.69 FEET, TO A POINT OF CURVE;
13. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 19°54'23" AND AN ARC LENGTH OF 6.95 FEET, TO A POINT OF COMPOUND CURVE;
14. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 217.00 FEET, A CENTRAL ANGLE OF 12°12'50" AND AN ARC LENGTH OF 46.26 FEET, TO A POINT OF TANGENT;
15. S34°58'22"E A DISTANCE OF 155.19 FEET, TO A POINT OF CURVE;
16. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF 13°57'58" AND AN ARC LENGTH OF 68.98 FEET, TO THE POINT OF BEGINNING.

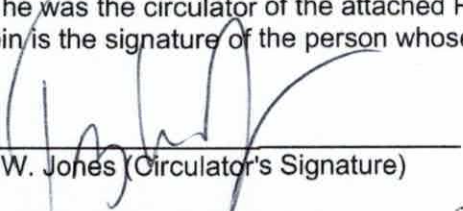
CONTAINING A COMBINED CALCULATED AREA OF 3,038,737 SQUARE FEET OR 69.7598 ACRES.

ATTACHMENT "B"

STATE OF COLORADO )  
 )ss.  
COUNTY OF LARIMER )

The undersigned, being first duly sworn upon his oath states:

That he was the circulator of the attached Petition for Annexation and that each signature therein is the signature of the person whose name it purports to be.

  
\_\_\_\_\_  
Troy W. Jones (Circulator's Signature)

Subscribed and sworn to before me this 21 day of January, 2024.

by   
\_\_\_\_\_  
WITNESS my hand and official seal.

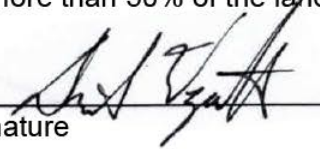
7.12.26  
Commission Expiration Notary Public

LISA YAMANE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114060983  
MY COMMISSION EXPIRES JULY 12, 2026

ATTACHMENT "C"

ATTORNEY CERTIFICATION

I, David R. Wyatt, an attorney licensed to practice in the State of Colorado, hereby certify that, as of the date of this certificate, the signers of this Annexation Petition for the area referred to as the Peakview Annexation No. 2 Annexation to the City of Fort Collins are the owners of real property in the area proposed for annexation. Furthermore, I certify that said owners constitute more than 50% of the landowners in the area proposed for annexation, as said area is described on Attachment "A" of said Annexation Petition, and own more than 50% of the land in said area, exclusive of streets and alleys.

1/20/2026            34223  
Date                      Signature                      Attorney Reg. No.

# MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



## Planning & Zoning Commission REGULAR MEETING

April 16, 2026 – 6:00 PM

Council Chambers, City Hall 300 Laporte Ave

Also via Zoom

### CALL TO ORDER: 6:00 PM

### ROLL CALL

- Board Members Present – Adam Sass (Chair), Russell Connelly (Vice Chair), Shirley Peel, York, Trevor Sheeley, Julie Stackhouse, Kent Bruxvoort (arrived late)
- Board Members Absent – None
- Staff Members Present – Frickey, Kidwell, Myler, Yatabe, Kleer, Winslow

### AGENDA REVIEW

Clay Frickey, Planning Manager, provided a review of the agenda.

### PUBLIC PARTICIPATION

None.

### CONSENT AGENDA

#### 1. CONSIDERATION AND APPROVAL OF THE MINUTES OF MARCH 25, 2026

The purpose of this item is to approve the minutes from the March 25, 2026 meeting of the Planning and Zoning Commission.

*Commissioner York made a motion, seconded by Commissioner Peel, to approve the Consent Agenda. Yeas: Connelly, Sheeley, York, Peel, Stackhouse and Sass. Nays: None.*

**THE MOTION CARRIED.**

### DISCUSSION AGENDA

#### 2. PEAKVIEW ANNEXATION NO. 2 – ANX230001

**DESCRIPTION:**

This is a request for annexation and zoning for parcel #s 8709305001, 8709305002, 8709305003, 8709305004, 8709305005, 8709306003, and 8709000044 located generally at the northeast corner of E Mulberry St and Greenfields Dr

within the East Mulberry Corridor. The area is currently undeveloped but includes an existing development plan that was approved by Larimer County (Peakview P.L.D. 05-S2523). The Planning and Zoning Commission will make a zoning recommendation to City Council, which is the final decision maker for both the annexation and zoning.

**STAFF:** Kai Kleer, Sr City Planner

**APPLICANT:** Troy Jones  
MTA Planning & Architecture  
2826 Sitting Bull Way  
Fort Collins, CO

**PROPERTY OWNER:** Valley 14, LLC & Cooper Slough Hunting Club, LLC  
PO Box 930  
Fort Collins, CO 80522

### Staff Overview

Kai Kleer, City Planner, stated this is a 100% voluntary annexation request for 70 acres of property within the East Mulberry corridor. Kleer noted staff is recommending conditional zoning of General Commercial due to its inconsistency with the framework plan in the East Mulberry corridor, as well as Industrial and Medium-Density Mixed-Use zoning. He noted the Commission will be providing a recommendation to City Council and he outlined the review requirements.

Kleer provided aerial imagery of the property and discussed the surrounding area. He also discussed the East Mulberry Plan and study regarding the recommendation for a grocery store to be located in the area. He noted Natural Areas is interested in annexing the Natural Areas in the area and outlined annexation thresholds along East Mulberry. He also discussed the floodplain boundaries that are surrounding the subject property.

Kleer noted the property includes a 40-acre development plan that was approved in Larimer County in 2022. The Peakview PLD platted five different lots to be used for future commercial and residential development. Additionally, the PLD includes a 100–150-foot natural habitat buffer zone in an out lot and a 50-foot trail easement for a regional trail connection. Kleer also stated any future development application would need to go through the corresponding approval process if the property is annexed.

### Applicant Presentation

Troy Jones, consulting land planner, noted his client was reluctant to house the grocery store on his property and he commented on the independent consultant's market study regarding the possibility of a grocery store in the area.

*(\*\*Secretary's Note: Commissioner Bruxvoort arrived at this point in the meeting.)*

## Staff Analysis

Kleer stated one community priority for the East Mulberry corridor is a grocery store and noted the East Mulberry Corridor Plan reaffirmed an original market study which indicated that a 20-acre Neighborhood Commercial site would be necessary for a grocery store. Kleer discussed the character areas that were outlined in the East Mulberry Corridor Plan and noted staff found that both the General Commercial zone district and Medium-Density Mixed-Use Neighborhood zone district are consistent with the visionary principles of the character areas.

Kleer discussed the East Mulberry Corridor Plan framework map and detailed the Neighborhood Commercial zone district standards and allowed uses. He discussed the market analysis report findings which indicated that no grocery store is supported today, though it could be supported in five to ten years with a linear growth model showing population projections of surrounding developments such as Montava, Bloom, and areas to the south.

Kleer stated staff's finding is that the proposed zoning amendment would be compatible and consistent with existing and surrounding land uses as it extends the zoning boundaries from Bloom into the site. Additionally, he stated staff found the zoning amendment would not cause any greater adverse impacts to the natural environment considering the existing constraints on the site today. Kleer noted staff found the zoning amendment would result in a logical and orderly development pattern.

Kleer summarized the proposed conditions relating to a five-year timing restriction around residential use and community character and functional integration. He stated staff is recommending conditional approval of the annexation and placement in the residential sign district.

## Commission Questions

Commissioner Peel asked if the market analysis indicating the need for a grocery store is based on five years from now. Kleer replied the analysis was completed in 2023, so the assumption would have been five years from then.

Commissioner Peel asked if there have been discussions about a grocery store going into the Bloom development. Kleer replied that Hartford Homes has indicated there has been light interest in a grocer for the location, though there are no certainties.

Commissioner Peel asked about the five-year timing restriction. Kleer replied it was based on the market analysis report which indicated a five-to-ten-year timeframe for a grocer.

Frickey clarified that the market analysis was actually completed in 2024.

Chair Sass noted the annexation area is larger than the lots identified in the PLD and asked if there are any pre-existing overlaid vested rights in the area not platted as lots. Kleer replied in the negative and stated it is unplatted land.

Chair Sass asked if the Prospect and I-25 intersection is within the mile and a half radius of the site. Frickey replied in the affirmative.

Chair Sass asked if the entirety of lots three and four will be in the General Commercial zone. Frickey replied in the affirmative and noted the intent was to continue the zone district in line with Donella Court.

Vice Chair Connelly asked when the five-year clock for the moratorium on residential within the General Commercial area would begin. Kleer replied it would begin from the effective date of the annexation.

## Public Participation

Robert Slate, 726 Sherry Drive, noted the majority of the land to the east of this site is a City Natural Area that is not developable as it is in the floodplain. He expressed support for the annexation and zoning but stated development should not move forward until the Cooper Slough floodplain concerns are addressed, including the box culverts under Highway 14 and those following the north side of Highway 14 from the motels to Cooper Slough.

## Staff Response

Kleer noted the floodplain issues in the area are well known and stated the floodplain is studied closely. He noted the area is part of the Upper Cooper Slough drainage basin which has a list of improvements that are needed starting from the subject property and going north to the Rawhide Power Plant. He stated any development on the property would be required to construct the culvert prior to any other construction. He noted there is currently a project to improve the interchange that is being scoped in Engineering which would reach this location and construct new culverts under Highway 14 as well, though there is no timeframe for that project.

## Commission Questions

Chair Sass asked why the section in the southeast corner of the site was not considered for annexation. Mr. Jones replied that section is not owned by the applicant.

## Commission Deliberation

Commissioner York expressed support for the annexation stating it is a logical next piece of property in the area to be annexed.

Chair Sass concurred and noted stormwater issues will be addressed at the time of development proposals.

Commissioner Stackhouse also concurred and stated the conditions represent a reasonable compromise. She also noted the issue of flooding will likely come to a head as the City starts to look at involuntary annexation.

Commissioner Sheeley stated he is confident that when the property is ultimately developed, the flooding issues will be handled appropriately.

Commissioner Peel stated she was somewhat hesitant regarding the change to Commercial zoning, though she believes staff did a good job of balancing the needs of the applicant, community, and pattern of growth.

Chair Sass stated that while it is difficult to get to a grocery store from that area of town, the City cannot force a grocery store to locate on East Mulberry. He stated he would not want to stifle development along one of the city's major corridors because it wants a grocery store. He stated that he does believe the need for the store will be there eventually.

***Commissioner Stackhouse made a motion, seconded by Commissioner Peel, that the Fort Collins Planning and Zoning Commission recommend that the City Council approve the Peakview Annexation No. 2, ANX230001, with the requested zoning and the two recommended conditions on the area to be zoned General Commercial, and placement of the zoned areas within the residential neighborhood sign district. The Commission finds that, regarding the annexation, the Land Use Code and Colorado Statutory requirements for annexation have been met, and regarding the zoning, the proposed Medium-Density Mixed-Use Neighborhood and***

**Industrial zoning are in general alignment with the Structure Plan map which is part of Cit**  
**The proposed General Commercial zoning, in consideration of the two recommended conditions, is warranted by changed conditions within the neighborhood surrounding and including the property, and the zoning is compatible with the existing and proposed surrounding uses. This decision is based on the agenda materials, information presented during the work session and this hearing, and Commission discussion. The Commission adopts the information, analysis, findings of fact, and conclusions contained in staff report included in the hearing agenda materials. Yeas: Connelly, Stackhouse, Sheeley, York, Peel, Bruxvoort, and Sass. Nays: none.**

**THE MOTION CARRIED.**

## **OTHER BUSINESS**

Frickey welcomed Commissioner Sheeley to the Commission.

## **ADJOURNMENT**

a. 7:10 PM

*Minutes respectfully submitted by Krista Kidwell*

Minutes approved by the Chair and a vote of the Commission on 5/21/26

RESOLUTION 2026-071  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
SETTING FORTH FINDINGS OF FACT AND DETERMINATIONS  
REGARDING THE PEAKVIEW ANNEXATION NO. 2

A. Pursuant to Resolution 2026-030, City Council initiated annexation proceedings for property to be known as the Peakview Annexation No. 2 (the "Property").

B. Following notice given as required by law, City Council held a hearing on said annexation.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. City Council hereby finds that the petition for annexation of the Property complies with the Municipal Annexation Act (the "Act"), Colorado Revised Statutes Section 31-12-101, et seq.

Section 2. City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property proposed to be annexed; that a community of interest exists between the Property proposed to be annexed into the City; that said Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 3. City Council further determines that the applicable parts of the Act have been met, that an election is not required under the Act, and that there are no other terms and conditions to be imposed upon said annexation.

Section 4. City Council further finds that notice was duly given, and a hearing was held regarding the annexation in accordance with the Act.

Section 5. City Council concludes that the Property is eligible for annexation to the City and should be so annexed.

Passed and adopted on May 19, 2026

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: May 19, 2026  
Approving Attorney: Brad Yatabe

Exhibit: None

ORDINANCE NO. 060, 2026  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
ANNEXING THE PROPERTY KNOWN AS THE PEAKVIEW  
ANNEXATION NO. 2 TO THE CITY OF FORT COLLINS,  
COLORADO

A. On April 7, 2026, City Council adopted Resolution 2026-030, finding substantial compliance and initiating annexation proceedings for the Peakview Annexation No. 2, as defined therein and described below.

B. Concurrently with the first reading of this Ordinance, City Council adopted Resolution 2026-071 setting forth findings of fact and determinations regarding the Peakview Annexation No. 2.

C. Pursuant to Land Use Code Section 6.10.3, the City Planning and Zoning Commission, at its meeting on April 16, 2026, unanimously recommended on a 7-0 vote that City Council approve the Peakview Annexation No. 2.

D. City Council has determined that it is in the best interests of the City to annex the property to be known as the Peakview Annexation No. 2 as described below (the "Property") to the City.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. City Council hereby incorporates the findings of Resolution 2026-030 and Resolution 2026-071 and further finds that it is in the best interests of the City to annex the Property to the City.

Section 2. The Property, more particularly described as:

TWO PARCELS OF LAND BEING ALL OF LOTS 1-5 AND OUTLOT C, PARKVIEW P.L.D. 05-S2523, AS RECORDED UNDER RECEPTION NO. 20220059051 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER, TOGETHER WITH A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE SOUTH LINE OF THE EAST HALF OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M. BEING MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "LS 23503" AT THE WEST END AND A 2-1/2" ALUMINUM CAP STAMPED "LS 22573" AT THE EAST END, SAID LINE BEING ASSUMED TO BEAR S89°11'21"E.

**PARCEL 1:**

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, S00°10'34"W A DISTANCE OF 1,978.18 FEET, TO THE NORTHEAST CORNER OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 97039686 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER;

THENCE ON THE NORTHERLY LINE OF SAID PROPERTY, N89°11'21"W A DISTANCE OF 250.00 FEET, TO THE NORTHWEST CORNER OF SAID PROPERTY;

THENCE ON THE WESTERLY LINE OF SAID PROPERTY, S00°10'34"W A DISTANCE OF 620.00 FEET, TO THE SOUTHWEST CORNER OF SAID PROPERTY, ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MULBERRY STREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 341.48 FEET, TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING THIRTY-SEVEN (37) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N06°19'53"E, HAVING A RADIUS OF 217.00 FEET, A CENTRAL ANGLE OF 48°41'45" AND AN ARC LENGTH OF 184.43 FEET, TO A POINT OF TANGENT;
2. N34°58'22"W A DISTANCE OF 155.19 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF 25°29'51" AND AN ARC LENGTH OF 125.94 FEET, TO A POINT OF REVERSE CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 09°31'31" AND AN ARC LENGTH OF 3.32 FEET, TO A POINT OF TANGENT;
5. N50°56'41"W A DISTANCE OF 28.81 FEET, TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 17°32'15" AND AN ARC LENGTH OF 8.88 FEET, TO A POINT OF COMPOUND CURVE;
7. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 291.00 FEET, A CENTRAL ANGLE OF 09°27'22" AND AN ARC LENGTH OF 48.03

FEET, TO A POINT OF COMPOUND CURVE;

8. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 541.00 FEET, A CENTRAL ANGLE OF 05°46'51" AND AN ARC LENGTH OF 54.58 FEET, TO A POINT OF REVERSE CURVE;

9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 49.00 FEET, A CENTRAL ANGLE OF 62°31'40" AND AN ARC LENGTH OF 53.47 FEET, TO A POINT OF TANGENT;

10. N21°11'28"W A DISTANCE OF 91.99 FEET, TO A POINT OF CURVE;

11. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 179.00 FEET, A CENTRAL ANGLE OF 01°22'20" AND AN ARC LENGTH OF 4.29 FEET, TO A POINT OF TANGENT;

12. N19°49'08"W A DISTANCE OF 108.53 FEET, TO A POINT OF CURVE;

13. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 129.00 FEET, A CENTRAL ANGLE OF 08°04'32" AND AN ARC LENGTH OF 18.18 FEET, TO A POINT OF REVERSE CURVE;

14. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 03°07'00" AND AN ARC LENGTH OF 1.09 FEET, TO A POINT OF TANGENT;

15. N14°51'36"W A DISTANCE OF 84.36 FEET;

16. N13°42'52"W A DISTANCE OF 50.01 FEET;

17. N14°51'36"W A DISTANCE OF 50.10 FEET, TO A POINT OF NON-TANGENT CURVE;

18. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S75°31'34"W, HAVING A RADIUS OF 108.19 FEET, A CENTRAL ANGLE OF 10°37'19" AND AN ARC LENGTH OF 20.06 FEET, TO A POINT OF NON-TANGENT;

19. N24°42'34"W A DISTANCE OF 43.84 FEET, TO A POINT OF CURVE;

20. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 11°47'15" AND AN ARC LENGTH OF 17.28 FEET, TO A POINT OF COMPOUND CURVE;

21. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,033.00 FEET, A CENTRAL ANGLE OF 09°59'32" AND AN ARC LENGTH OF 180.15 FEET, TO A POINT OF COMPOUND CURVE;
22. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 09°33'20" AND AN ARC LENGTH OF 22.35 FEET, TO A POINT OF TANGENT;
23. N06°37'34"E A DISTANCE OF 78.77 FEET, TO A POINT OF CURVE;
24. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 06°23'15" AND AN ARC LENGTH OF 18.51 FEET, TO A POINT OF TANGENT;
25. N00°14'19"E A DISTANCE OF 102.11 FEET, TO A POINT OF CURVE;
26. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE OF 09°54'53" AND AN ARC LENGTH OF 20.07 FEET, TO A POINT OF TANGENT;
27. N09°40'35"W A DISTANCE OF 52.35 FEET, TO A POINT OF CURVE;
28. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 09°54'53" AND AN ARC LENGTH OF 14.54 FEET, TO A POINT OF TANGENT;
29. N00°14'19"E A DISTANCE OF 182.11 FEET, TO A POINT OF CURVE;
30. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 06°41'42" AND AN ARC LENGTH OF 15.66 FEET, TO A POINT OF TANGENT;
31. N06°56'01"E A DISTANCE OF 85.38 FEET, TO A POINT OF CURVE;
32. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 06°41'42" AND AN ARC LENGTH OF 19.40 FEET, TO A POINT OF TANGENT;
33. N00°14'19"E A DISTANCE OF 75.11 FEET, TO A POINT OF CURVE;
34. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE OF 11°15'25" AND AN ARC LENGTH OF 22.79 FEET, TO A POINT OF TANGENT;
35. N11°01'07"W A DISTANCE OF 41.76 FEET, TO A POINT OF CURVE;

36. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 11°15'25" AND AN ARC LENGTH OF 16.50 FEET, TO A POINT OF TANGENT;

37. N00°14'19"E A DISTANCE OF 827.07 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ON SAID NORTH LINE, S88°55'11"E A DISTANCE OF 1,281.26 FEET, TO THE POINT OF BEGINNING.

**PARCEL 2:**

COMMENCING AT THE SOUTHWEST CORNER OF TRACT 1, BEING LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MULBERRY STREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 161.99 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 417.78 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIXTEEN (16) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N61°24'47"E, HAVING A RADIUS OF 30.51 FEET, A CENTRAL ANGLE OF 28°12'43" AND AN ARC LENGTH OF 15.02 FEET, TO A POINT OF NON-TANGENT;

2. N00°14'19"E A DISTANCE OF 11.14 FEET, TO A POINT OF CURVE;

3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 517.00 FEET, A CENTRAL ANGLE OF 05°14'12" AND AN ARC LENGTH OF 47.25 FEET, TO A POINT OF NON-TANGENT CURVE;

4. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N85°08'49"E, HAVING A RADIUS OF 10.12 FEET, A CENTRAL ANGLE OF 38°04'04" AND AN ARC LENGTH OF 6.73 FEET, TO A POINT OF NON-TANGENT CURVE;

5. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N60°14'45"W, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 35°00'00" AND AN ARC LENGTH OF 6.11 FEET, TO A POINT OF TANGENT;

6. N05°14'45"W A DISTANCE OF 94.32 FEET, TO A POINT OF CURVE;

7. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 79.00 FEET, A CENTRAL ANGLE OF 50°07'19" AND AN ARC LENGTH OF 69.11 FEET, TO A POINT OF COMPOUND CURVE;
8. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 43°02'58" AND AN ARC LENGTH OF 40.57 FEET, TO A POINT OF COMPOUND CURVE;
9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 409.00 FEET, A CENTRAL ANGLE OF 17°14'40" AND AN ARC LENGTH OF 123.10 FEET, TO A POINT OF COMPOUND CURVE;
10. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 189.00 FEET, A CENTRAL ANGLE OF 15°18'19" AND AN ARC LENGTH OF 50.49 FEET, TO A POINT OF REVERSE CURVE;
11. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 07°34'05" AND AN ARC LENGTH OF 3.83 FEET, TO A POINT OF TANGENT;
12. S67°05'34"E A DISTANCE OF 29.69 FEET, TO A POINT OF CURVE;
13. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 19°54'23" AND AN ARC LENGTH OF 6.95 FEET, TO A POINT OF COMPOUND CURVE;
14. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 217.00 FEET, A CENTRAL ANGLE OF 12°12'50" AND AN ARC LENGTH OF 46.26 FEET, TO A POINT OF TANGENT;
15. 1S34°58'22"E A DISTANCE OF 155.19 FEET, TO A POINT OF CURVE;
16. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF 13°57'58" AND AN ARC LENGTH OF 68.98 FEET, TO THE POINT OF BEGINNING.

CONTAINING A COMBINED CALCULATED AREA OF 3,038,737 SQUARE FEET OR 69.7598 ACRES

is hereby annexed to the City of Fort Collins and made a part of said City, to be known as the Peakview Annexation No. 2, which annexation shall become effective upon completion of the conditions contained in Colorado Revised Statutes ("C.R.S.") Section 31-12-113, including, without limitation, all required filings for recording with the Larimer County Clerk and Recorder.

Section 3. In annexing the Property to the City, the City does not assume any obligation respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets, or any other services or utilities in connection with the Property hereby annexed except as may be provided by ordinances of the City.

Section 4. The City hereby consents, pursuant to C.R.S. Section 37-45-136(3.6), to the inclusion of the Property into the Municipal Subdistrict, Northern Colorado Water Conservancy District.

Introduced, considered favorably on first reading on May 19, 2026, and approved on second reading for final passage on June 2, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 12, 2026  
Approving Attorney: Brad Yatabe

Exhibit: None

**File Attachments for Item:**

**12. First Reading of Ordinance No. 061, 2026, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Peakview Annexation No. 2 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map and Lighting Context Area Map.**

The purpose of this item is to place initial zoning on approximately 70 acres of land included in the Peakview Annexation No. 2. The proposed zoning, as recommended by staff and the Planning and Zoning Commission (Commission), places approximately 29.49 acres into the Medium Density Mixed-Use Neighborhood Zone District (MMN), approximately 26.92 acres into the General Commercial Zone District (CG), and approximately 13.35 acres into the Industrial Zone District (I). Staff also recommends placement of the property into the Residential Neighborhood Sign Zone District (RNS) and the LC2 Lighting Context Area. Approval of the CG zoning is conditional and includes two conditions agreed upon by the applicant and City staff that ensure the General Commercial area functions consistently with the neighborhood-serving commercial intent of the East Mulberry Corridor Plan. The first condition limits purely residential uses within the CG zoning for a period of five years from the date of annexation approval, or until a grocer between approximately 10,000 and 70,000 square feet is under construction within a 1.5-mile radius of the subject property, whichever occurs first. The second condition requires that future development on the CG-zoned land contribute to a cohesive, visually integrated, and functionally linked development pattern with the adjacent Mulberry and Greenfields PUD commercial core (Bloom Filing Nine) and surrounding MMN areas.

**This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 2(d) of the Council's Rules of Meeting Procedures adopted in Resolution 2024-148.**

May 19, 2026

# AGENDA ITEM SUMMARY

City Council



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## STAFF

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Kai Kleer, Senior City Planner

## SUBJECT

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**First Reading of Ordinance No. 061, 2026, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Peakview Annexation No. 2 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map and Lighting Context Area Map.**

## EXECUTIVE SUMMARY

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The purpose of this item is to place initial zoning on approximately 70 acres of land included in the Peakview Annexation No. 2. The proposed zoning, as recommended by staff and the Planning and Zoning Commission (Commission), places approximately 29.49 acres into the Medium Density Mixed-Use Neighborhood Zone District (MMN), approximately 26.92 acres into the General Commercial Zone District (CG), and approximately 13.35 acres into the Industrial Zone District (I). Staff also recommends placement of the property into the Residential Neighborhood Sign Zone District (RNS) and the LC2 Lighting Context Area. Approval of the CG zoning is conditional and includes two conditions agreed upon by the applicant and City staff that ensure the General Commercial area functions consistently with the neighborhood-serving commercial intent of the East Mulberry Corridor Plan. The first condition limits purely residential uses within the CG zoning for a period of five years from the date of annexation approval, or until a grocer between approximately 10,000 and 70,000 square feet is under construction within a 1.5-mile radius of the subject property, whichever occurs first. The second condition requires that future development on the CG-zoned land contribute to a cohesive, visually integrated, and functionally linked development pattern with the adjacent Mulberry and Greenfields PUD commercial core (Bloom Filing Nine) and surrounding MMN areas.

**This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 2(d) of the Council's Rules of Meeting Procedures adopted in Resolution 2024-148.**

## STAFF RECOMMENDATION

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Staff recommends adoption of the Ordinance on First Reading.

## BACKGROUND / DISCUSSION

### Council's Role and Authority

Council is the final decision-maker on both annexations and zonings, adopting each by ordinance after a recommendation from the Commission. The Commission holds a public hearing and forwards its recommendation to Council, and Council then holds its own public hearing to consider the related items.

### Evaluation Criteria

Council may approve the zoning only if the proposed zoning is either:

- (a) in general alignment with the principles and policies of the City's Comprehensive Plan, or
- (b) warranted by changed conditions in the surrounding neighborhood.

Meeting either is sufficient. Council may also consider three additional factors:

- (1) Compatibility with existing and surrounding uses, and whether the proposed district is the appropriate one for the land - for example, whether residential zoning is placed next to existing residential neighborhoods, commercial and industrial zoning is located along arterial streets, transitional zones buffer heavier uses from lighter ones, and the proposal avoids spot zoning out of character with its surroundings.
- (2) Potential adverse impacts on the natural environment - for example, whether the rezoning would affect floodplains, wetlands, wildlife habitat, or water quality, and whether appropriate buffers, setbacks, and stormwater controls are in place to mitigate those impacts.
- (3) Whether the rezoning results in a logical and orderly development pattern - for example, whether the property is contiguous with existing City limits and services such as streets, water, sewer, and stormwater infrastructure that are already in place or anticipated within the next few years.

### Project and Site Overview

The applicant is proposing a 100% voluntary annexation of approximately 70-acres of land within the East Mulberry Corridor, referred to as the Peakview Annexation No. 2. The property is located on the northeast corner of East Mulberry Street (State Highway 14) and Greenfields Drive. The annexation area consists of the Cooper Slough Hunting Club parcel and Lots 1–5 and Outlot C of the Parkview P.L.D., an approved development plan recorded in the County circa 2022. The recorded plat includes a 100–150 foot wetland and wildlife buffer along the Cooper Slough, a trail corridor, and stormwater infrastructure, all of which carry forward with annexation. The site is contiguous with City limits along more than half of its perimeter (54.50%), exceeding the one-sixth contiguity threshold required by State statute, and does not create an enclave.

The applicant has requested initial zoning conditionally consistent with the City of Fort Collins Structure Plan Map and the East Mulberry Plan Framework Map, including:

- **Medium Density Mixed-Use Neighborhood (MMN), approximately 29.49 acres.** The MMN district is intended to be a setting for concentrated housing within easy walking distance of a Neighborhood Commercial center, a Community Commercial district, an Employment Zone District (E), or the Downtown. A complementary mix of residential, retail, and civic uses is encouraged. On the Peakview site, the MMN district provides a residential transition between the Bloom neighborhood to the west and the natural buffer along the Cooper Slough to the east.
- **Conditional General Commercial (CG), approximately 26.92 acres.** The CG district is intended to be a setting for development of a wide range of community and regional retail uses, offices, and personal and business services along the City's commercial corridors, with multifamily housing also

permitted as a secondary use. On the Peakview site, the CG district is positioned to support the adjacent Neighborhood Commercial core within Bloom by accommodating the supporting retail pads, inline space, and mixed-use buildings that complement a future grocery anchor at the Greenfields and Mulberry intersection.

- **Industrial (I), approximately 13.35 acres.** The I district is intended to be a setting for a variety of workplaces, including manufacturing, warehousing and distribution, indoor and outdoor storage, and a wide range of commercial and industrial operations. On the Peakview site, the I district utilizes the centerline of the Cooper Slough on the east and aligns with existing industrial and employment uses further east toward the interstate.

### **A Long-Standing Vision for Greenfields and Mulberry**

This area within the East Mulberry Corridor has long been envisioned as a Neighborhood Center. In the 2002 jointly adopted (City and County) East Mulberry Corridor Plan, significant community outreach that including a series of public workshops, a Citizens Advisory Committee, and direct conversations with residents and business owners surfaced the desire for an additional grocery store as one of the most frequently cited issues in the study area. Because of that strong, consistent feedback, neighborhood-serving commercial uses became one of the key topic areas the plan was designed to address.

The original plan included an analysis to test whether community interest was supported by economic reality. The analysis evaluated two key intersections along East Mulberry Street as candidates for concentrated, non-residential development that would support surrounding neighborhoods which included the Greenfields Drive intersection and the Timberline Road intersection. Based on factors that included projected household and employment growth in the surrounding trade area, the study found that the corridor could support one significant concentration of neighborhood commercial development and one significant concentration of employment-generating development, and these "nodes" should be encouraged at key locations so the benefits of new development would not be diluted across multiple competing sites.

The 2002 plan concluded that the Greenfields Drive intersection which includes the Peakview Annexation No. 2 property was best suited for neighborhood commercial development. Two attributes drove that conclusion which were the area's ability to serve emerging residential growth east of I-25, and its proximity to I-25 itself, which gave it the potential to capture both neighborhood- and region-serving commercial demand. Based on these findings, the City's Structure Plan and the East Mulberry Corridor Plan Framework Map designated the area at the north of Greenfields Drive / East Mulberry Street intersection as a Neighborhood Commercial Center, intended to be anchored by a grocery store and supported by neighborhood-oriented retail, office, and residential uses within walking distance of new neighborhoods.



Figure 1: 2002 Neighborhood Commercial Center Concept

In the more than two decades since the 2002 plan was adopted, conditions in the corridor have evolved in ways the original plan anticipated, but at a substantially slower pace. The most significant change is the build-out of the adjacent Mulberry and Greenfields Planned Unit Development (the "Bloom" subdivision) immediately west of the Peakview site.

**Neighborhood Commercial vs. General Commercial**

The central zoning question before Council is the appropriate zoning for the southern half of the site. The 2023 East Mulberry Plan, like its 2002 predecessor, designates this area as Neighborhood Commercial (NC) a place type with its own distinct urban design requirements that respond to surrounding Medium- and Low-Density Mixed-Use Neighborhoods. The applicant has instead requested CG, a fundamentally different zone district with different design expectations, different permitted uses, and a different relationship to the surrounding neighborhood.

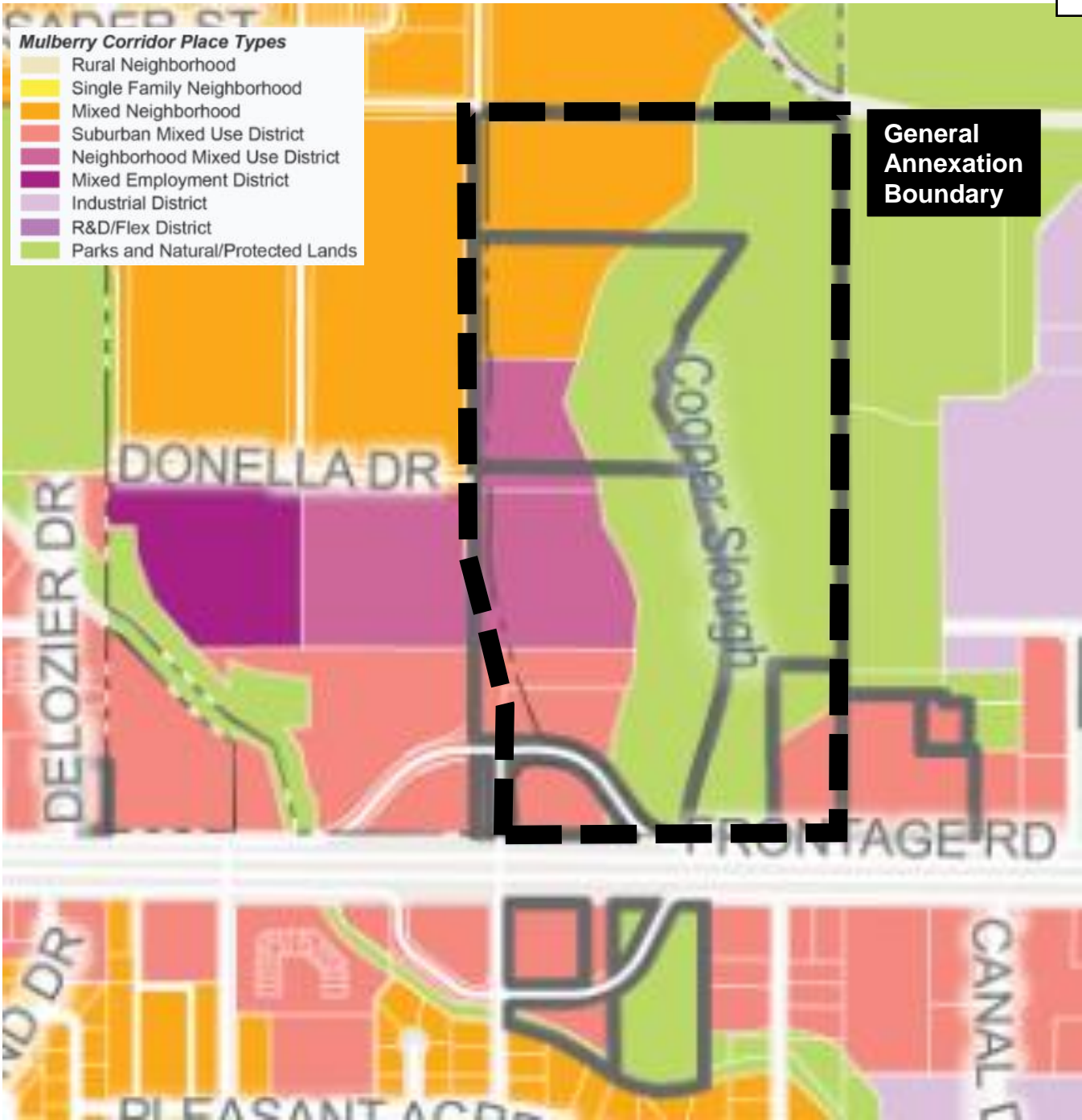


Figure 2: 2023 East Mulberry Plan Framework Map

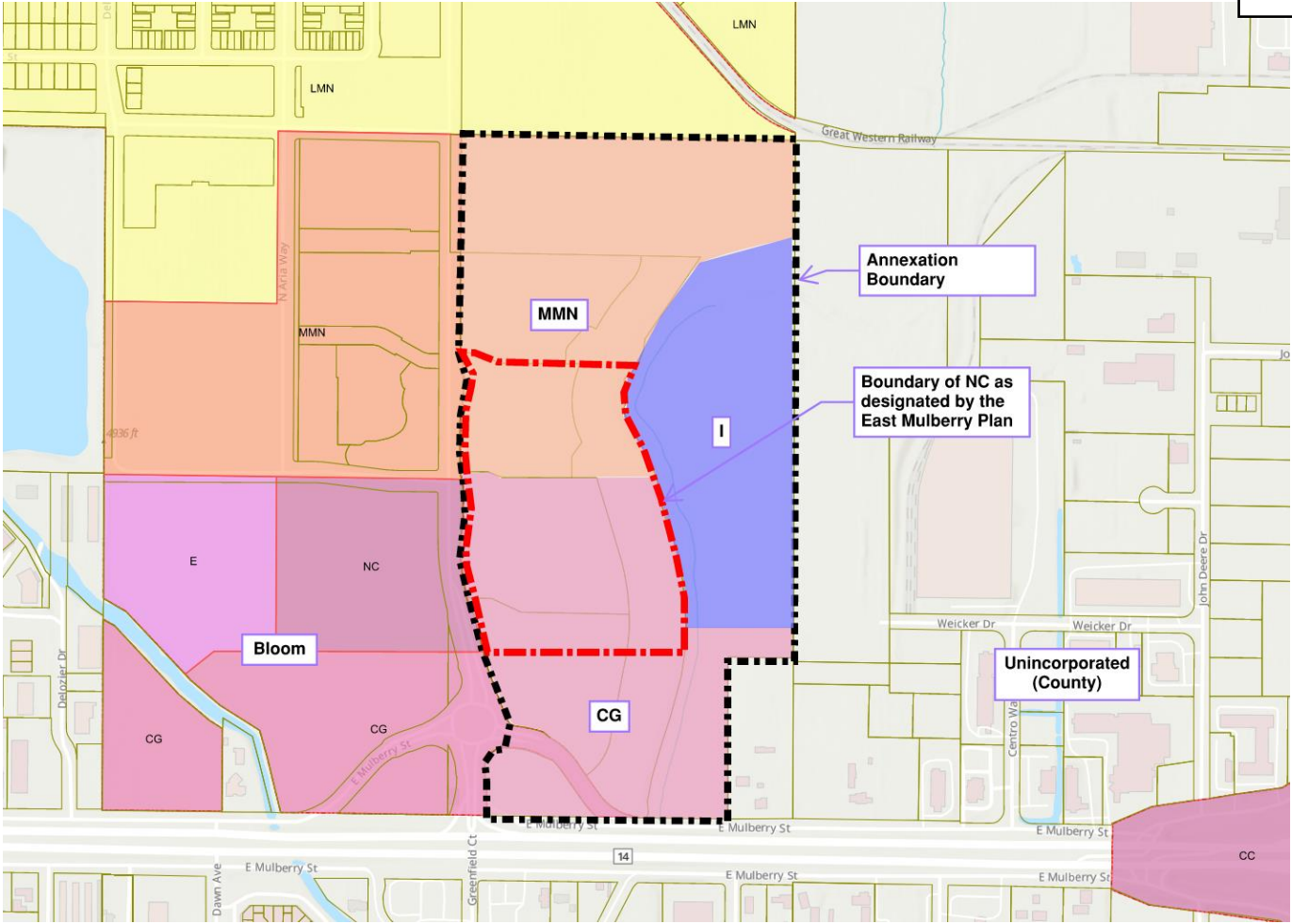


Figure 3: Proposed Zoning Boundaries w/ in Annexation Area

City Plan describes Neighborhood Commercial (NC) zone districts as pedestrian-oriented gathering spaces that reflect the identity, scale, and character of the surrounding residential neighborhoods, while providing the goods and services necessary to sustain those neighborhoods. The goal of NC zoning is to create a neighborhood or "town center" with an integrated overall street pattern, designed at a neighborhood scale, oriented to support transit, and serving as a true focal point of community life. The designation calls for (although not required) two- to three-story buildings, active commercial street fronts, parking that is broken into smaller blocks rather than dominating the site, and a central feature or gathering place such as a square, plaza, or public art installation. The block pattern of the surrounding neighborhood is meant to extend directly into and through the Center, so that residents can walk to it without using an arterial street.

By contrast, the CG zone district is described in the Land Use Code as a setting for a wide range of community and regional retail uses, offices, services, and other commercial activities a broader, more auto-oriented commercial typology that does not require an anchor and does not carry the same urban design expectations as NC. Although unlikely for this particular site because of Mulberry being a major transportation corridor, under straight CG zoning, the site could also develop primarily as multifamily residential, with little or no neighborhood-serving retail, no central gathering place, and larger maximum block sizes (10 acres rather than 7) relative to the surrounding neighborhood. That outcome would be inconsistent with both the East Mulberry Corridor Plan and the broader vision in City Plan for how commercial development patterns in Fort Collins should evolve away from strip commercial and toward walkable, mixed-use, neighborhood-scaled places.

A summary comparison of the two designations is provided below:

	<b>Neighborhood Commercial (NC) (Called For in Adopted Plans)</b>	<b>General Commercial (CG) (Proposed by Applicant)</b>
<b>Primary intent</b>	Pedestrian-oriented neighborhood gathering place serving surrounding residences	Setting for community- and regional-scale retail, offices, and services
<b>Anchor use</b>	Grocery, supermarket, or pharmacy required as primary functional offering	No anchor required
<b>Scale and form</b>	2–3 story buildings encouraged; neighborhood-scaled	Larger, more flexible building forms; broader scale (e.g., drive-thru, car wash)
<b>Block &amp; street pattern</b>	Surrounding neighborhood block pattern extends into and through the Center; 7-acre max block	No comparable requirement; defaults to 10-acre max block
<b>Parking</b>	Parking visually de-emphasized; broken into smaller blocks; on-street and interior-block parking favored	Conventional commercial parking standards
<b>Public space</b>	Central feature or gathering place (square, plaza, public art) required	Not required
<b>Residential</b>	Limited; secondary to the commercial core	Multifamily residential allowed as a primary use
<b>Relationship to neighborhood</b>	Integrated focal point; reachable without arterial travel	Often auto-oriented; not required to integrate with adjacent neighborhood

**Staff's Conditional Support**

Staff does not take a departure from the East Mulberry Corridor Plan lightly, since it is foundational to a community design framework that is central to the new urbanist and 15-minute City community vision which the City's Zoning and Land Use Code is based. The recommendation to conditionally support CG zoning is grounded in three considerations.

First, the adjacent Bloom subdivision already contains approximately 11 acres along Greenfields Drive that is designated as Mulberry & Greenfields PUD, District 3, which replaces the underlying mix of E, GC, and NC zoning and applies design standards and restrictions similar to those of the Neighborhood Commercial district. The 2024 Peakview Annexation Retail Market Study, prepared by Economic & Planning Systems (EPS), found that this approximately 11-acre Bloom site is sufficient to accommodate a future grocery-anchored center for the Mulberry trade area. EPS further concluded that there is likely demand for only one traditional-sized (~70,000 SF) grocery store along Mulberry over the next 10 to 15 years, and that the proposed CG-zoned land in Peakview would be suited to host the supporting retail pads, inline retail, and complementary commercial uses that typically follow or complement a grocery anchor.

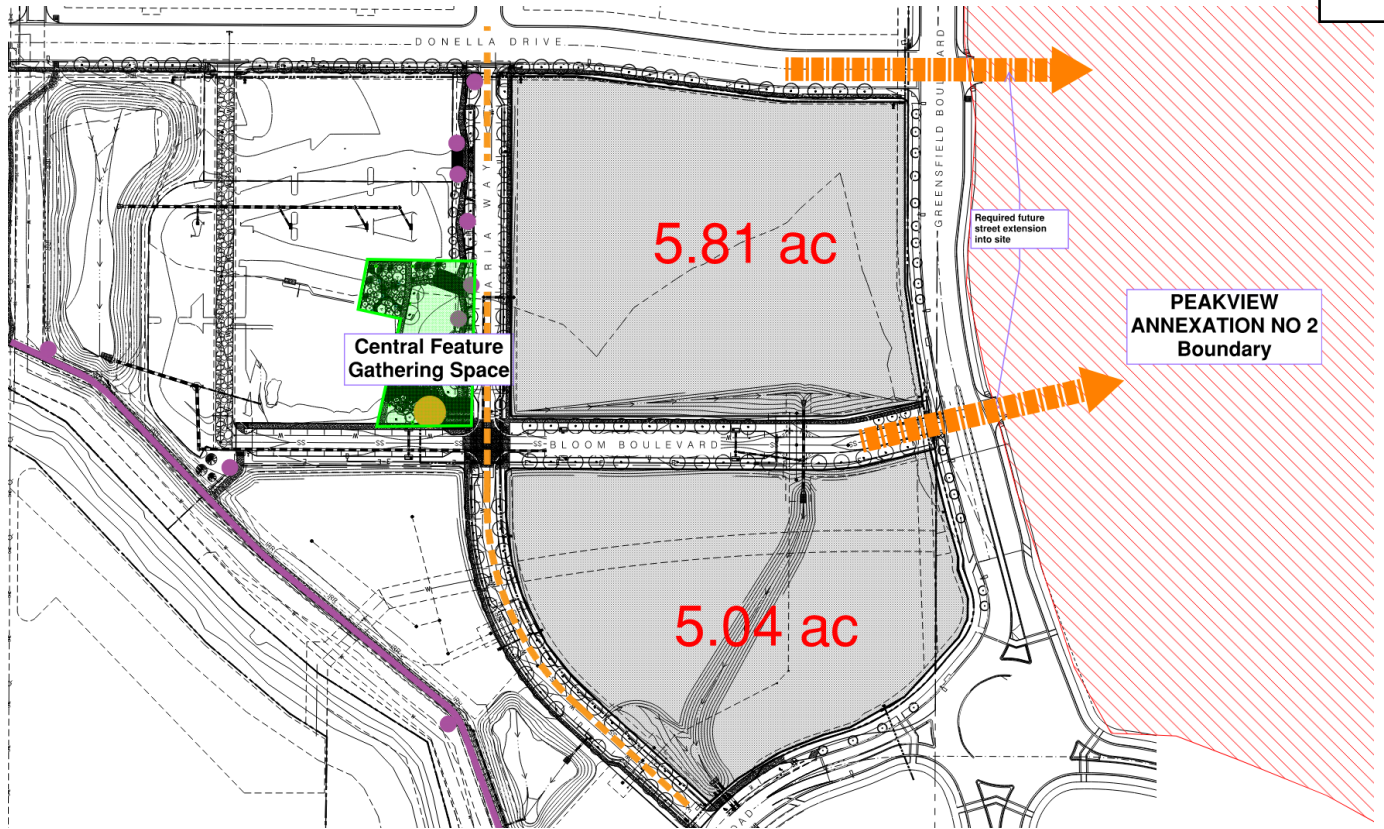


Figure 4: Bloom Commercial Center Excerpt

Second, EPS cautioned that because CG does not restrict multifamily residential in the same way NC does, the proposed CG area could develop primarily as multifamily housing and if it did, the opportunity for supporting retail to locate near the future grocer would be greatly diminished, and the attractiveness of the Peakview site to a future grocery developer could be compromised. This concern is the basis for proposed Condition 1, which restricts residential-only buildings (mixed-use is permitted) within the CG land for five years or until a grocer is under construction within 1.5 miles, whichever occurs first. Council should note that the original starting point for the timing restriction was seven (7) years; through subsequent negotiation, the parties agreed on five (5) years based on the high likelihood of Bloom landing either a small or traditional-sized grocery store within that timeframe.

Third, the design intent of NC pedestrian orientation, integration with the surrounding neighborhood block pattern, active commercial street fronts, and visual de-emphasis of parking remains a strongly supported concept that was established by the East Mulberry Corridor Plan and continues to be of great importance to the overall neighborhood. That design standard should not be lost because the underlying zoning is CG. Proposed Condition 2 requires that the CG area be designed to function as if it were part of a neighborhood-serving commercial core: visually integrated with the Bloom PUD commercial core, knit into the surrounding MMN block pattern (7-acre maximum), and connected by compatible street, sidewalk, and architectural treatments. Together, the two conditions are intended to deliver the outcomes the NC place type was designed to produce, while giving the applicant the wider range of land uses permitted by the CG zone district that they desire.

The 2024 retail market study reaffirms the core conclusion of the 2002 plan that the Greenfields and Mulberry intersection is the right location for a neighborhood-serving grocery anchor but adds three important new findings:

- (1) The trade area can support only one grocery store along East Mulberry Street over the next 10 to 15 years, and the Bloom commercial core site is sufficient to accommodate that store.
- (2) The Peakview annexation is sufficient and appropriately positioned to accommodate the supporting retail pads and inline space that a grocery anchor typically attracts.

- (3) If the CG-designated land at this intersection is built out primarily as standalone multifamily residential, the opportunity to accommodate the supporting retail that makes a grocery anchor viable would be greatly diminished, and the long-standing community goal of a true Neighborhood Center at Greenfields and Mulberry could be lost.

These findings are what shape staff's conditional recommendation. The CG designation departs from the NC designation called for in both the 2002 East Mulberry Corridor Plan and the 2023 East Mulberry Plan, but the updated 2024 retail market findings constitute changed conditions in the surrounding neighborhood that warrant the CG designation under Section 6.25.4(H)(2) of the Land Use Code. The two recommended conditions on the CG zoning are designed to carry forward the plan's original vision preserving a realistic opportunity for a neighborhood-serving grocery store at this intersection while giving the applicant the market flexibility needed to deliver future development that supports rather than competes with the Bloom Commercial Center across the street.

### **Recommended Conditions on the CG Zoning**

To ensure the CG-zoned area performs consistently with the neighborhood-serving intent of the East Mulberry Corridor Plan, staff and the applicant have agreed on two conditions:

**Condition 1 – Residential Use and Timing Restriction.** Within the CG zoning in Peakview Annexation No. 2, purely residential uses are not allowed for a period of five (5) years from the date of annexation approval, or until a grocer between approximately 10,000 and 70,000 square feet is under construction within a 1.5-mile radius of the subject property, whichever occurs first. This restriction applies to purely residential buildings only and does not apply to mixed-use buildings.

**Condition 2 – Community Character and Functional Integration.** The areas designated as GC zoning shall be designed to contribute to a cohesive, continuous, visually integrated, and functionally linked development pattern with the Mulberry and Greenfields Planned Unit Development (PUD) commercial core and the surrounding areas zoned as MMN. Integration shall be achieved through compatible street and sidewalk layouts, building siting, architectural character, and overall site design.

Together, these conditions balance the applicant's need for market flexibility with the City's long-standing policy objective of preserving the opportunity for neighborhood-serving commercial uses, particularly a grocery store, at the Greenfields and Mulberry intersection.

### **Residential Neighborhood Sign District**

Due to the predominant residential character of the surrounding area, staff recommends that the property also be placed into the RNS, which regulates signs for non-residential uses in areas of the community where the predominant character of the neighborhood is residential.

### **Compatibility and Environmental Considerations**

The proposed zoning is compatible with existing and proposed surrounding uses. The MMN district is consistent with the residential character of the adjacent Bloom subdivision; the I district is consistent with industrial and employment uses east of the site; and the CG district, subject to Condition 2, is designed to functionally integrate with the adjacent Bloom PUD commercial core. The annexation and zoning will not result in significant adverse impacts on the natural environment. The existing recorded plat preserves a 100–150 foot wetland and wildlife buffer along the Cooper Slough, a trail corridor, and stormwater infrastructure, all of which carry forward with the annexation.

## **CITY FINANCIAL IMPACTS**

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No direct financial impacts are associated with the placement of initial zoning. Once developed, the property will generate property tax, sales and use tax revenue and will require ongoing City services consistent with other zoned and developed properties in the East Mulberry Corridor.

## **BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

---

On April 16, 2026, the Planning and Zoning Commission voted 7-0 to make a recommendation to City Council to annex and zone the subject property consistent with the requested MMN, CG, and I zoning, including the two conditions on the CG zoning and placement of the property into the RNS and LC2 Lighting District.

The Commission also found that the requested MMN and I zoning are in general alignment with the Structure Plan Map, and that the requested CG zoning, while a departure from the East Mulberry Corridor Plan NC designation, is conditionally warranted by changed conditions in the surrounding neighborhood, satisfying Section 6.25.4(H)(2) of the Land Use Code.

## **PUBLIC OUTREACH**

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A neighborhood meeting was held on September 29, 2022. No members of the public attended. All other public notification requirements as required by State and local law have been met, including written notice to surrounding property owners and posting of the property.

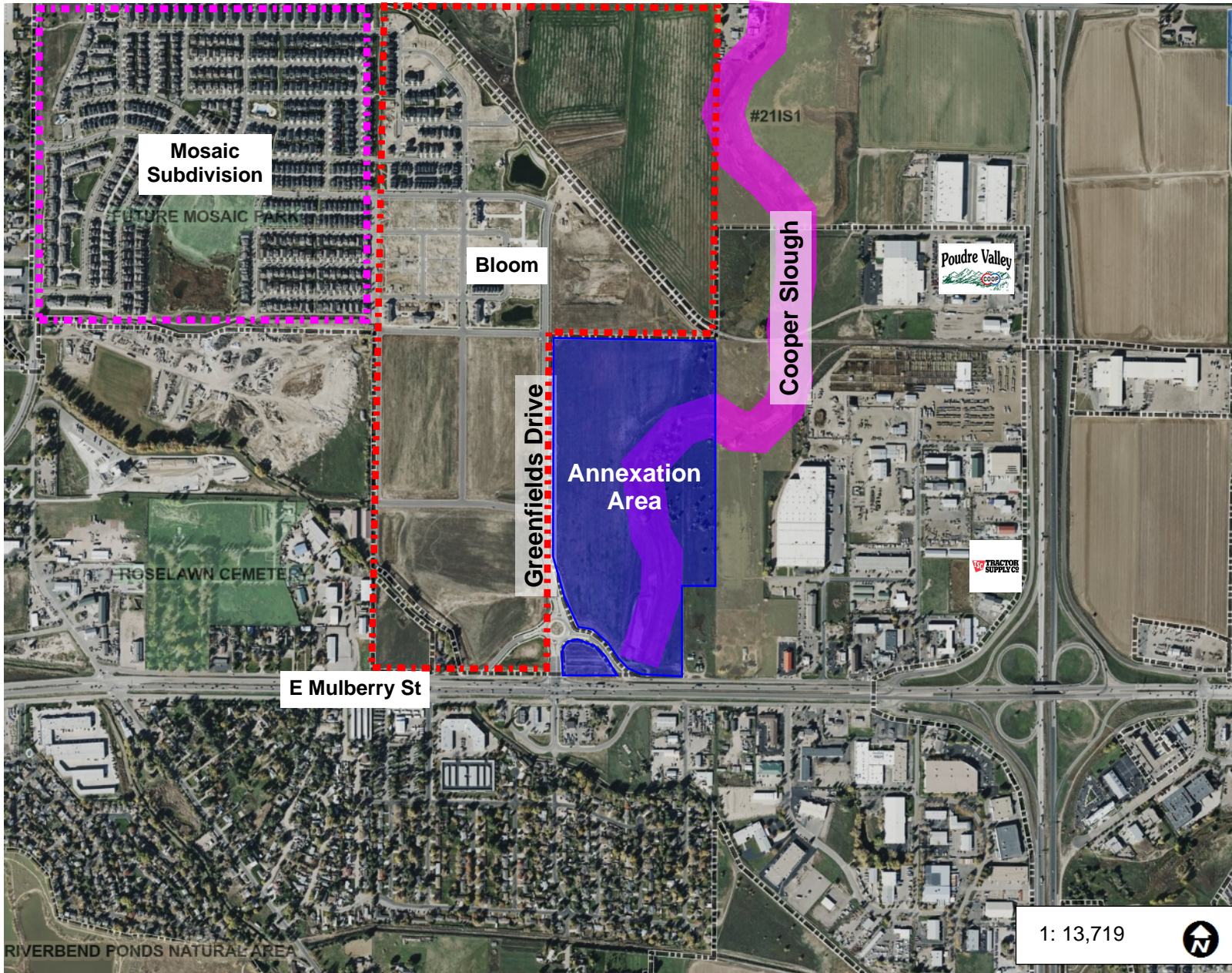
## **ATTACHMENTS / LINKS**

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1. Vicinity Map
2. Zoning Map
3. Structure Plan Map
4. East Mulberry Corridor Plan Framework Map
5. Annexation Petition Package
6. Annexation Map
7. Peakview Retail Market Study, March 21, 2024
8. Planning and Zoning Commission Minutes, April 16, 2026 (draft)
9. Ordinance No. 061, 2026

# Vicinity Map

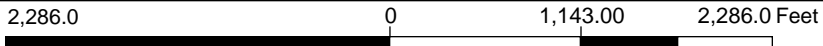
Item 12.



### Legend

- Growth Management Area
- Parks
- Schools
- Natural Areas
- City Limits

1: 13,719



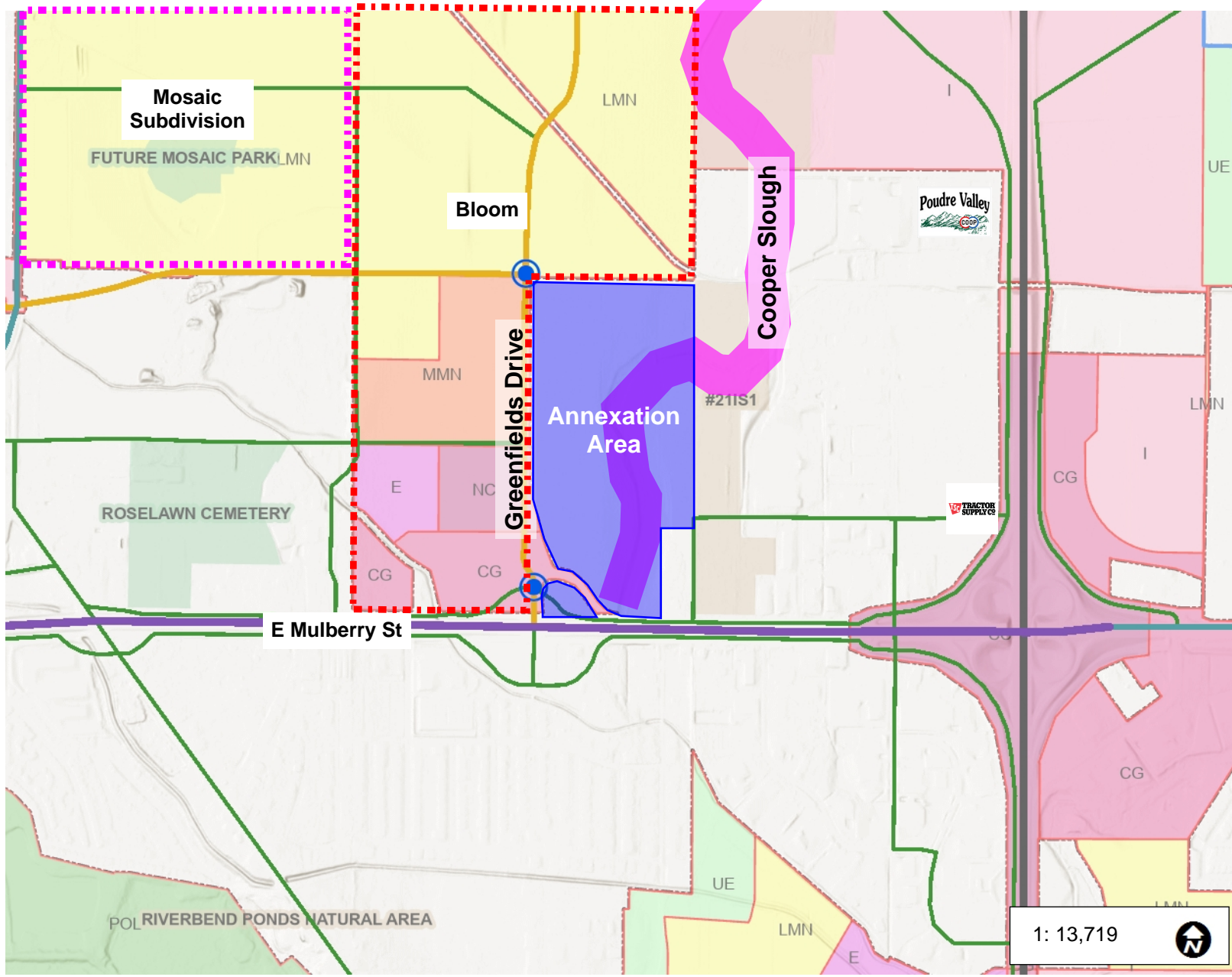
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
City of Fort Collins - GIS

This map is a user generated static output from the City of Fort Collins FCMAPS Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

### Notes

# Current Zoning Map

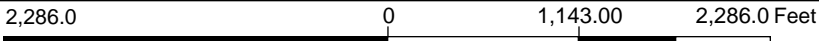
Item 12.



## Legend

- Master Street Plan Point Featu**
  - Potential Grade Separated Rail Crc
  - Potential Roundabout
- Inside GMA**
  - Collector 2 Lanes
  - Arterial 2 Lanes
  - Arterial 4 Lanes
  - Major Arterial 6 Lanes
- Outside GMA**
  - Collector 2 Lanes - Outside GMA
  - Arterial 2 Lanes - Outside GMA
  - Arterial 4 Lanes - Outside GMA
  - Major Arterial 6 Lanes - Outside GMA
- Master Street Plan -Interstate
- Growth Management Area
- Parks
- Schools
- Natural Areas
- City Zoning**
  - Community Commercial (CC)
  - Community Commercial North Coll
  - Community Commercial Poudre Ri
  - General Commercial (CG)
  - Limited Commercial (CL)
  - Service Commercial (CS)
  - CSU
  - Downtown (D)
  - Employment (E)

1: 13,719



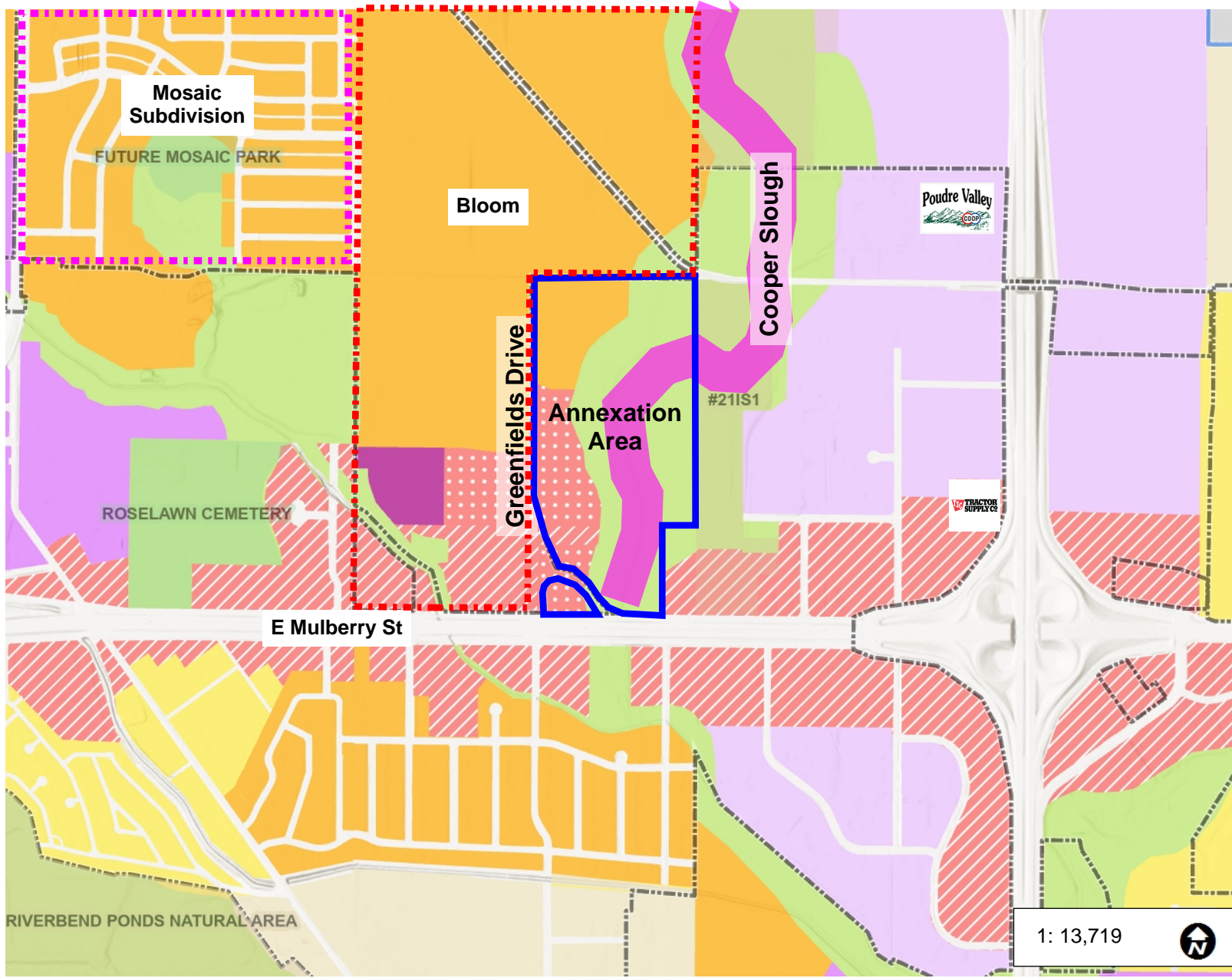
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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## Notes

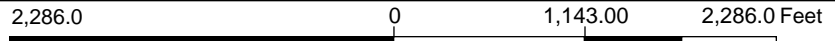
# Structure Plan Map

Item 12.



- ### Legend
- Growth Management Area
  - Parks
  - Schools
  - Natural Areas
  - City Limits
  - Community Separator
  - Adjacent Planning Area
- ### Structure Plan
- Adjacent Planning Area
  - Campus District
  - Community Separator
  - Downtown District
  - Industrial District
  - Mixed Employment District
  - Mixed Neighborhood
  - Neighborhood Mixed Use District
  - Parks and Natural/Protected Lands
  - R&D/Flex District
  - Rural Neighborhood
  - Suburban Mixed Use District
  - Suburban Neighborhood
  - Urban Mixed Use District
- World\_Hillshade

1: 13,719

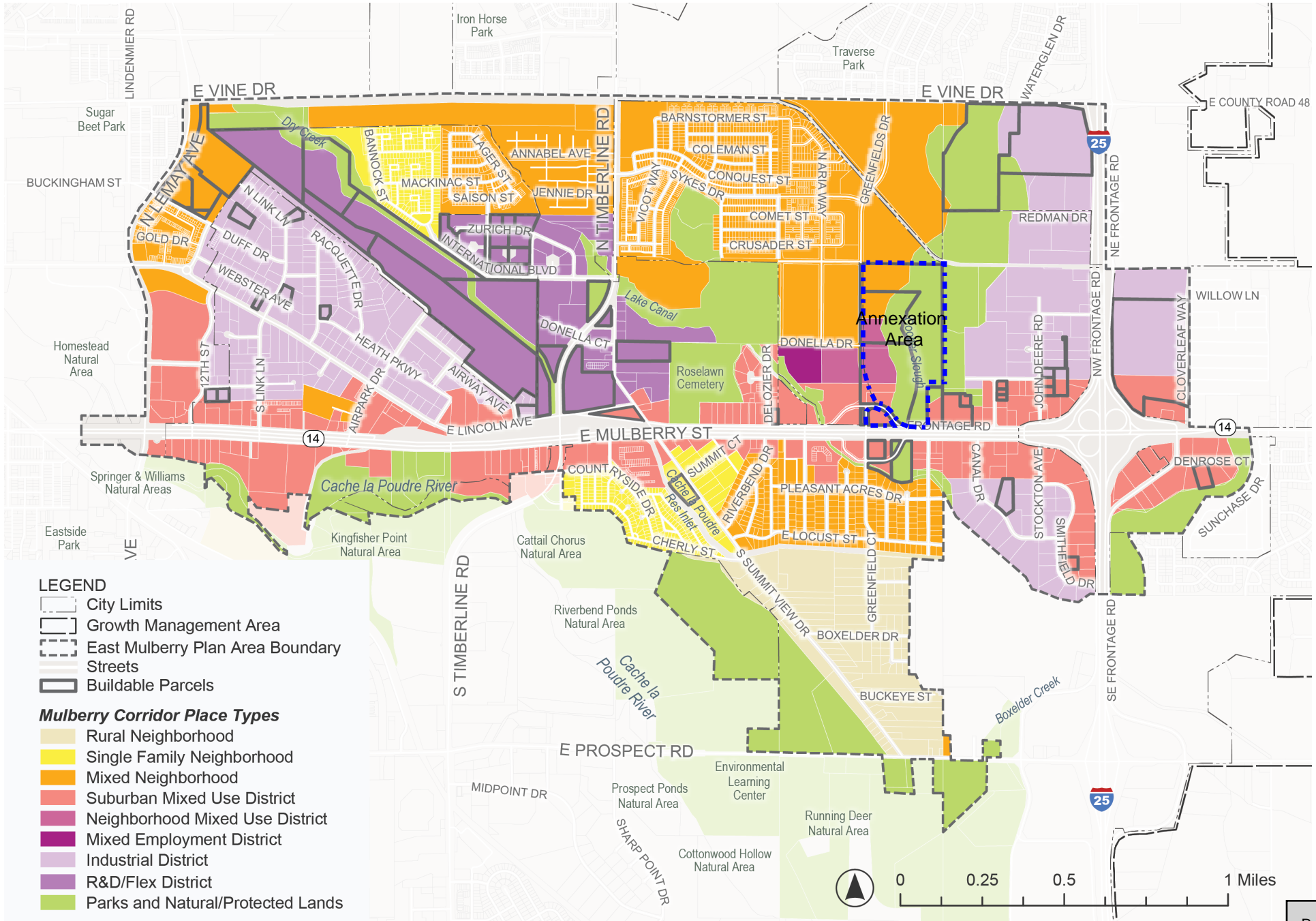


WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
City of Fort Collins - GIS

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### Notes

# PLACE TYPE FRAMEWORK MAP



## PETITION FOR ANNEXATION

THE UNDERSIGNED (hereinafter referred to as the "Petitioners") hereby petition the Council of the City of Fort Collins, Colorado for the annexation of an area, to be referred to as the Peakview Annexation No. 2 Annexation to the City of Fort Collins. Said area, consisting of approximately 3,038,737 SQUARE FEET OR 69.7598 ACRES, is more particularly described on Attachment "A," attached hereto.

The Petitioners allege:

1. That it is desirable and necessary that such area be annexed to the City of Fort Collins.
2. That the requirements of Sections 31-12-104 and 31-12-105, C.R.S., exist or have been met.
3. That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the boundaries of the City of Fort Collins.
4. That a community of interest exists between the area proposed to be annexed and the City of Fort Collins.
5. That the area to be annexed is urban or will be urbanized in the near future.
6. That the area proposed to be annexed is integrated with or capable of being integrated with the City of Fort Collins.
7. That the Petitioners herein comprise more than fifty percent (50%) of the landowners in the area and own more than fifty percent (50%) of the area to be annexed, excluding public streets, alleys and lands owned by the City of Fort Collins.
8. That the City of Fort Collins shall not be required to assume any obligations respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets or any other services or utilities in connection with the property proposed to be annexed except as may be provided by the ordinance of the City of Fort Collins.

Further, as an express condition of annexation, Petitioners consent to the inclusion into the Municipal Subdistrict, Northern Colorado Water Conservancy District (the "Subdistrict") pursuant to §37-45-136(3.6) C.R.S., Petitioners acknowledge that, upon inclusion into the Subdistrict, Petitioners' property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the Subdistrict at the time of inclusion of Petitioners' lands. Petitioners agree to waive any right to an election which may exist pursuant to Article X, §20 of the Colorado Constitution before the Subdistrict can impose such mill levies and special assessments as it has the authority to impose. Petitioners also agree to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, §20 of the Colorado Constitution.

WHEREFORE, said Petitioners request that the Council of the City of Fort Collins approve the annexation of the area described on Attachment "A." Furthermore, the Petitioners request that said area be placed in the MMN - Medium Density Mixed-use Neighborhood, I - Industrial, and GC - General Commercial Zone Districts pursuant to the Land Use Code of the City of Fort Collins, and more particularly described on Attachment "D," attached hereto.

(Check box if applicable). The Petitioners reserve the right to withdraw this petition and their signatures therefrom at any time prior to the commencement of the roll call of the City Council for the vote upon the second reading of the annexation ordinance.

Individual Petitioners signing this Petition represent that they own the portion(s) of the area described on Attachment "A" as more particularly described below:

**Cooper Slough Hunting Club, LLC Ownership**

A tract of land situate in the East 1/2 of the Southwest 1/4 of Section 9, Township 7 North, Runge 68 West of the 6th P.M., Larimer County, Colorado which considering the South line of the said Southwest 1/4 as bearing N 890 11' 21" W and all bearings contained herein relative thereto is contained within the boundary lines which begin at a point on the North right of-way of CO Highway No. 14 which bears N 890 11' 21" W 250.00 feet and again N 000 10' 34" E 37.00 feet from the South 1/4 corner of said Section 9 and run thence N00010'34" E 620.00 feet; thence S 890 11' 21" E 250.00 feet to a point on the East line of the Southwest 1/4; thence N 000 10' 34" E 1978.18 feet along the said East line to the Center 1/4 corner of said Section 9; thence N 880 55' 11" W 1323.28 feet along the North Line of the said Southwest 1/4 to the Northwest corner of the said East 1/2 of the Southwest 1/4; thence S00014'19" W 451.94 feet along the West of the said East 1/2 of the Southwest 1/4; thence S 880 5' 11" E 962.56 feet', thence S 340 15' 36" W 379.40 feet to a point on the Westerly Line of an existing wetland area; thence along the said Westerly line, S 05 043' 24" W 40.00 feet and again S 21 0 04' 13 " W 52.36 feet and again S 35 0 29' 50" W 28.76 feet and again S 380 56' 57" W 18.41 feet again S 29' 27" W 38.98 feet and again S 01 0 31' 15" E 23.23 feet and S 240 47' 42" E 27.37 feet and again S 000 7' 35" W 23.89 feet and again S 190 27' 45" W 51.00 feet and S 27 0 04' 46" E 98.28 feet and S 290 34' 26" E 121.27 feet and again S 190 51' 25" E 83.87 feet and again S 040 17' 36" E 42.42 feet and again S 15 0 47' 05" E 105.48 feet and again S 200 07'14" E 128.82 feet and again S 100 21' 14 1' E 122.97 feet and again S 04 0 04' 15" E 111.32 feet and again S 03 0 36' 34" E 65.40 feet and again S 000 28' 21" W 52.45 feet and again S 080 10'29" W 131.91 feet and S 15 0 08' 31"W 159.24 feet and S 18 0 20' 09" W 114.46 feet and again S 160 07' 52" W 126.85 feet and again S 11 0 03' 34" W 93.31 feet and again S 04 0 42'23" E 48.59 feet and again S 24 0 24' 43" W 18,25 feet to a point on the North right-of-way line of Colorado Highway No. 14; thence S 890 11' 21" E 312.33 feet to the point of beginning, containing 35.0108 Acres more or less.

IN WITNESS WHEREOF, I/we have executed this Petition for Annexation this 20th day of January, 2026.

  
Petitioner's/Owner's Signature  
(Cooper Slough Hunting Club, LLC by Michael L. Donaldson)

P.O. Box 930  
Address

Fort Collins, CO 80522  
City State Zip

- (Check box if applicable). The Petitioners reserve the right to withdraw this petition and their signatures therefrom at any time prior to the commencement of the roll call of the City Council for the vote upon the second reading of the annexation ordinance.

Individual Petitioners signing this Petition represent that they own the portion(s) of the area described on Attachment "A" as more particularly described below:

### Valley 14, LLC Ownership

(1) A TRACT OF LAND SITUATE IN THE EAST 1/2 OF THE SOUTHWEST 1/4 SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH P.M., LARIMER COUNTY, COLORADO WHICH CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST 1/4 AS BEARING NORTH 89 DEGREES 11 MINUTES 21 SECONDS WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO IS CONTAINED WITHIN THE BOUNDARY LINES WHICH BEGIN AT A POINT ON THE EAST LINE OF THE SAID SOUTHWEST 1/4 WHICH BEARS NORTH 00 DEGREES 10 MINUTES 34 SECONDS EAST 1,353.04 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 9 AND RUN THENCE NORTH 88 DEGREES 53 MINUTES 14 SECONDS WEST 1,324.68 FEET TO THE WEST LINE OF THE SAID EAST 1/2; THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 14 MINUTES 19 SECONDS EAST 1,281.36 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST 1/4; THENCE ALONG SAID NORTH LINE SOUTH 88 DEGREES 55 MINUTES 11 SECONDS EAST 1,323.28 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 9; THENCE ALONG THE EAST LINE OF THE SAID SOUTHWEST 1/4, SOUTH 00 DEGREES 10 MINUTES 34 SECONDS WEST 1,282.14 FEET TO THAT POINT OF BEGINNING;

(2) AND EXCEPTING THAT PORTION CONVEYED TO COOPER SLOUGH HUNTING CLUB, LLC, IN DEED RECORDED OCTOBER 27, 1998 AS RECEPTION NO. 989093295. **TOGETHER WITH** THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS; COMMENCING AT THE WEST 1/16TH CORNER COMMON TO SECTIONS 9 AND 16; THENCE N00°13'30"E, A DISTANCE OF 374.86 FEET ON THE WEST LINE OF SAID

SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE POINT OF BEGINNING; THENCE N00°13'30"E, A DISTANCE OF 985.09 FEET ON SAID WEST LINE; THENCE S88°54'03"E, A DISTANCE OF 789.69 FEET TO THE WEST LINE OF THAT PARCEL RECORDED AT RECEPTION NUMBER 98093295 IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE; THENCE ON SAID WEST LINE FOR THE FOLLOWING 15 COURSES;

- 1) THENCE S19°52'14"E, A DISTANCE OF 34.64 FEET;
- 2) THENCE S04°18'25"E, A DISTANCE OF 42.42 FEET;
- 3) THENCE S15°47'54"E, A DISTANCE OF 105.48 FEET;
- 4) THENCE S20°08'03"E, A DISTANCE OF 128.82 FEET;
- 5) THENCE S10°22'03"E, A DISTANCE OF 122.97 FEET;
- 6) THENCE S04°05'04"E, A DISTANCE OF 111.32 FEET;
- 7) THENCE S03°37'23"E, A DISTANCE OF 65.40 FEET;
- 8) THENCE S00°27'32"W, A DISTANCE OF 52.45 FEET;
- 9) THENCE S08°09'40"W, A DISTANCE OF 131.91 FEET;
- 10) THENCE S15°07'42"W, A DISTANCE OF 159.24 FEET;
- 11) THENCE S18°19'20"W, A DISTANCE OF 114.46 FEET;
- 12) THENCE S16°07'03"W, A DISTANCE OF 126.85 FEET;
- 13) THENCE S11°02'45"W, A DISTANCE OF 93.31 FEET;

- 14) THENCE S04°43'12"E, A DISTANCE OF 48.59 FEET;  
 15) THENCE S24°23'54"W, A DISTANCE OF 18.21 FEET;  
 THENCE N89°12'02"W, A DISTANCE OF 35.41 FEET ON A LINE 37.00 NORTH OF AND PARALLEL TO THE  
 TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TO  
 THE NORTHEAST LINE OF THAT PARCEL RECORDED AT RECEPTION NUMBER 20170044765 IN THE  
 LARIMER COUNTY CLERK AND RECORDERS OFFICE, THE SAME BEING THE NORTH RIGHT OF WAY LINE OF  
 THE REALIGNED NORTH FRONTAGE ROAD FOR EAST MULBERRY STREET; THENCE ON SAID NORTH LINE  
 FOR THE FOLLOWING 5 COURCES;
- 1) THENCE ALONG A NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 217.00 FEET, A  
 CENTRAL ANGLE OF 46°59'53", A DISTANCE OF 178.00 FEET, A CHORD BEARING OF N58°13'16"W WITH  
 A CHORD DISTANCE OF 173.05 FEET;
  - 2) THENCE N34°43'20"W, A DISTANCE OF 155.19 FEET;
  - 3) THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF  
 42°57'55", A DISTANCE OF 212.22 FEET, A CHORD BEARING OF N56°12'17"W WITH A CHORD DISTANCE  
 OF 207.28 FEET;
  - 4) THENCE ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET, A CENTRAL  
 ANGLE OF 11°49'23", A DISTANCE OF 109.99 FEET, A CHORD BEARING OF N83°35'56"W WITH A CHORD  
 DISTANCE OF 109.79 FEET;
  - 5) THENCE N89°30'38"W, A DISTANCE OF 210.05 FEET TO THE POINT OF BEGINNING.

**TOGETHER WITH**

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7  
 NORTH RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS;  
 COMMENCING AT THE WEST 1/16TH CORNER COMMON TO SECTIONS 9 AND 16, MONUMENTED WITH  
 A 2 ½" ALUMINUM CAP STAMPED PLS 23503; THENCE N00°13'30"E, A DISTANCE OF 37.00 FEET ON THE  
 WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9; THENCE  
 S89°12'02"E, A DISTANCE OF 124.82 FEET, PARALLEL WITH AND 37.00 FEET NORTH OF THE SOUTH LINE  
 OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE RIGHT OF WAY  
 LINE CREATED BY THAT DOCUMENT RECORDED AT RECEPTION NUMBER 20170044765 IN THE LARIMER  
 COUNTY CLERK AND RECORDERS OFFICE, AND THE POINT OF BEGINNING; THENCE ON SAID RIGHT OF  
 WAY LINE FOR THE FOLLOWING 7 COURSES;

- 1) THENCE N00°48'14"E, A DISTANCE OF 237.53 FEET;
- 2) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF  
 90°00'07", A DISTANCE OF 54.98 FEET, A CHORD BEARING OF N45°29'19"E WITH A CHORD DISTANCE OF  
 49.50 FEET;
- 3) THENCE S89°30'38"E, A DISTANCE OF 47.37 FEET;
- 4) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET, A CENTRAL ANGLE OF  
 11°49'23", A DISTANCE OF 96.37 FEET, A CHORD BEARING OF S83°35'56"E WITH A CHORD DISTANCE OF  
 96.19 FEET TO A  
 POINT OF COMPOUND CURVATURE;
- 5) THENCE ALONG SAID COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 217.00 FEET, A  
 CENTRAL ANGLE OF 42°57'55", A DISTANCE OF 162.73 FEET, A CHORD BEARING OF S56°12'17"E WITH A  
 CHORD DISTANCE OF 158.94 FEET;
- 6) THENCE S34°43'20"E, A DISTANCE OF 155.19 FEET;
- 7) THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF  
 13°57'56", A DISTANCE OF 68.98 FEET, A CHORD BEARING OF S41°42'18"E WITH A CHORD DISTANCE OF  
 68.81 FEET; THENCE N89°12'02"W, A DISTANCE OF 447.89 FEET, PARALLEL WITH AND 37.00 FEET

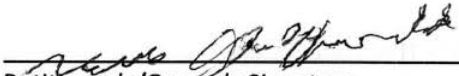
NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE POINT OF BEGINNING.

**TOGETHER WITH**

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS; COMMENCING AT THE WEST 1/16TH CORNER COMMON TO SECTIONS 9 AND 16, MONUMENTED WITH A 2 1/2" ALUMINUM CAP STAMPED PLS 23503; THENCE N00°13'30"E, A DISTANCE OF 37.00 FEET ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE POINT OF BEGINNING; THENCE N00°13'30"E, A DISTANCE OF 271.86 FEET CONTINUING ON SAID WEST LINE TO THE SOUTH RIGHT OF WAY LINE OF THE REALIGNED NORTH FRONTAGE ROAD FOR EAST MULBERRY STREET; THENCE ON SAID SOUTH RIGHT OF WAY LINE FOR THE FOLLOWING 3 COURCES;

- 1) THENCE S89°30'38"E, A DISTANCE OF 26.38 FEET;
- 2) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°18'52", A DISTANCE OF 55.17 FEET, A CHORD BEARING OF S44°21'12"E WITH A CHORD DISTANCE OF 49.63 FEET;
- 3) THENCE S00°48'14"W, A DISTANCE OF 236.99 FEET; THENCE N89°12'02"W, A DISTANCE OF 58.82 FEET ON A LINE PARALLELL WITH AND 37.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE POINT OF BEGINNING.

IN WITNESS WHEREOF, I/we have executed this Petition for Annexation this 20th day of January, 2026.

  
 \_\_\_\_\_  
 Petitioner's/Owner's Signature  
 (Valley 14, LLC by Michael L. Donaldson)

P.O. Box 930  
 \_\_\_\_\_  
 Address

Fort Collins, CO 80522  
 \_\_\_\_\_  
 City State Zip



**Attachment A – Legal Description of the “Peakview Annexation No. 2”**

**PROPERTY DESCRIPTION**

TWO PARCELS OF LAND BEING ALL OF LOTS 1-5 AND OUTLOT C, PARKVIEW P.L.D. 05-S2523, AS RECORDED UNDER RECEPTION NO. 20220059051 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER, TOGETHER WITH A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M. BEING MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "LS 23503" AT THE WEST END AND A 2-1/2" ALUMINUM CAP STAMPED "LS 22573" AT THE EAST END, SAID LINE BEING ASSUMED TO BEAR S89°11'21"E.

**PARCEL 1:**

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, S00°10'34"W A DISTANCE OF 1,978.18 FEET, TO THE NORTHEAST CORNER OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 97039686 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER;

THENCE ON THE NORTHERLY LINE OF SAID PROPERTY, N89°11'21"W A DISTANCE OF 250.00 FEET, TO THE NORTHWEST CORNER OF SAID PROPERTY;

THENCE ON THE WESTERLY LINE OF SAID PROPERTY, S00°10'34"W A DISTANCE OF 620.00 FEET, TO THE SOUTHWEST CORNER OF SAID PROPERTY, ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MULBERRY STREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 341.48 FEET, TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING THIRTY-SEVEN (37) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N06°19'53"E, HAVING A RADIUS OF 217.00 FEET, A CENTRAL ANGLE OF 48°41'45" AND AN ARC LENGTH OF 184.43 FEET, TO A POINT OF TANGENT;
2. N34°58'22"W A DISTANCE OF 155.19 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF 25°29'51" AND AN ARC LENGTH OF 125.94 FEET, TO A POINT OF REVERSE CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 09°31'31" AND AN ARC LENGTH OF 3.32 FEET, TO A POINT OF TANGENT;
5. N50°56'41"W A DISTANCE OF 28.81 FEET, TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 17°32'15" AND AN ARC LENGTH OF 8.88 FEET, TO A POINT OF COMPOUND CURVE;
7. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 291.00 FEET, A CENTRAL ANGLE OF 09°27'22" AND AN ARC LENGTH OF 48.03 FEET, TO A POINT OF COMPOUND CURVE;
8. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 541.00 FEET, A CENTRAL ANGLE OF 05°46'51" AND AN ARC LENGTH OF 54.58 FEET, TO A POINT OF REVERSE CURVE;
9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 49.00 FEET, A CENTRAL ANGLE OF 62°31'40" AND AN ARC LENGTH OF 53.47 FEET, TO A POINT OF TANGENT;
10. N21°11'28"W A DISTANCE OF 91.99 FEET, TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 179.00 FEET, A CENTRAL ANGLE OF 01°22'20" AND AN ARC LENGTH OF 4.29 FEET, TO A POINT OF TANGENT;

12. N19°49'08"W A DISTANCE OF 108.53 FEET, TO A POINT OF CURVE;
13. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 129.00 FEET, A CENTRAL ANGLE OF 08°04'32" AND AN ARC LENGTH OF 18.18 FEET, TO A POINT OF REVERSE CURVE;
14. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 03°07'00" AND AN ARC LENGTH OF 1.09 FEET, TO A POINT OF TANGENT;
15. N14°51'36"W A DISTANCE OF 84.36 FEET;
16. N13°42'52"W A DISTANCE OF 50.01 FEET;
17. N14°51'36"W A DISTANCE OF 50.10 FEET, TO A POINT OF NON-TANGENT CURVE;
18. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S75°31'34"W, HAVING A RADIUS OF 108.19 FEET, A CENTRAL ANGLE OF 10°37'19" AND AN ARC LENGTH OF 20.06 FEET, TO A POINT OF NON-TANGENT;
19. N24°42'34"W A DISTANCE OF 43.84 FEET, TO A POINT OF CURVE;
20. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 11°47'15" AND AN ARC LENGTH OF 17.28 FEET, TO A POINT OF COMPOUND CURVE;
21. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,033.00 FEET, A CENTRAL ANGLE OF 09°59'32" AND AN ARC LENGTH OF 180.15 FEET, TO A POINT OF COMPOUND CURVE;
22. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 09°33'20" AND AN ARC LENGTH OF 22.35 FEET, TO A POINT OF TANGENT;
23. N06°37'34"E A DISTANCE OF 78.77 FEET, TO A POINT OF CURVE;
24. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 06°23'15" AND AN ARC LENGTH OF 18.51 FEET, TO A POINT OF TANGENT;
25. N00°14'19"E A DISTANCE OF 102.11 FEET, TO A POINT OF CURVE;
26. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE OF 09°54'53" AND AN ARC LENGTH OF 20.07 FEET, TO A POINT OF TANGENT;
27. N09°40'35"W A DISTANCE OF 52.35 FEET, TO A POINT OF CURVE;
28. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 09°54'53" AND AN ARC LENGTH OF 14.54 FEET, TO A POINT OF TANGENT;
29. N00°14'19"E A DISTANCE OF 182.11 FEET, TO A POINT OF CURVE;
30. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 06°41'42" AND AN ARC LENGTH OF 15.66 FEET, TO A POINT OF TANGENT;
31. N06°56'01"E A DISTANCE OF 85.38 FEET, TO A POINT OF CURVE;
32. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 06°41'42" AND AN ARC LENGTH OF 19.40 FEET, TO A POINT OF TANGENT;
33. N00°14'19"E A DISTANCE OF 75.11 FEET, TO A POINT OF CURVE;
34. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE OF 11°15'25" AND AN ARC LENGTH OF 22.79 FEET, TO A POINT OF TANGENT;
35. N11°01'07"W A DISTANCE OF 41.76 FEET, TO A POINT OF CURVE;
36. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 11°15'25" AND AN ARC LENGTH OF 16.50 FEET, TO A POINT OF TANGENT;

37. N00°14'19"E A DISTANCE OF 827.07 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ON SAID NORTH LINE, S88°55'11"E A DISTANCE OF 1,281.26 FEET, TO THE POINT OF BEGINNING.

**PARCEL 2:**

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 1, BEING LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MULBERRY STREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 161.99 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 417.78 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIXTEEN (16) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N61°24'47"E, HAVING A RADIUS OF 30.51 FEET, A CENTRAL ANGLE OF 28°12'43" AND AN ARC LENGTH OF 15.02 FEET, TO A POINT OF NON-TANGENT;
2. N00°14'19"E A DISTANCE OF 11.14 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 517.00 FEET, A CENTRAL ANGLE OF 05°14'12" AND AN ARC LENGTH OF 47.25 FEET, TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N85°08'49"E, HAVING A RADIUS OF 10.12 FEET, A CENTRAL ANGLE OF 38°04'04" AND AN ARC LENGTH OF 6.73 FEET, TO A POINT OF NON-TANGENT CURVE;
5. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N60°14'45"W, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 35°00'00" AND AN ARC LENGTH OF 6.11 FEET, TO A POINT OF TANGENT;
6. N05°14'45"W A DISTANCE OF 94.32 FEET, TO A POINT OF CURVE;
7. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 79.00 FEET, A CENTRAL ANGLE OF 50°07'19" AND AN ARC LENGTH OF 69.11 FEET, TO A POINT OF COMPOUND CURVE;
8. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 43°02'58" AND AN ARC LENGTH OF 40.57 FEET, TO A POINT OF COMPOUND CURVE;
9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 409.00 FEET, A CENTRAL ANGLE OF 17°14'40" AND AN ARC LENGTH OF 123.10 FEET, TO A POINT OF COMPOUND CURVE;
10. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 189.00 FEET, A CENTRAL ANGLE OF 15°18'19" AND AN ARC LENGTH OF 50.49 FEET, TO A POINT OF REVERSE CURVE;
11. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 07°34'05" AND AN ARC LENGTH OF 3.83 FEET, TO A POINT OF TANGENT;
12. S67°05'34"E A DISTANCE OF 29.69 FEET, TO A POINT OF CURVE;
13. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 19°54'23" AND AN ARC LENGTH OF 6.95 FEET, TO A POINT OF COMPOUND CURVE;
14. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 217.00 FEET, A CENTRAL ANGLE OF 12°12'50" AND AN ARC LENGTH OF 46.26 FEET, TO A POINT OF TANGENT;
15. S34°58'22"E A DISTANCE OF 155.19 FEET, TO A POINT OF CURVE;
16. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF 13°57'58" AND AN ARC LENGTH OF 68.98 FEET, TO THE POINT OF BEGINNING.

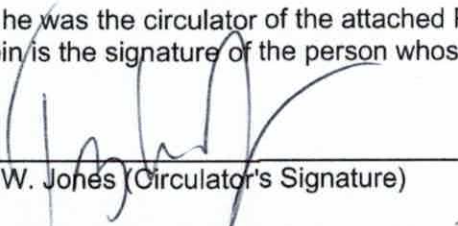
CONTAINING A COMBINED CALCULATED AREA OF 3,038,737 SQUARE FEET OR 69.7598 ACRES.

ATTACHMENT "B"

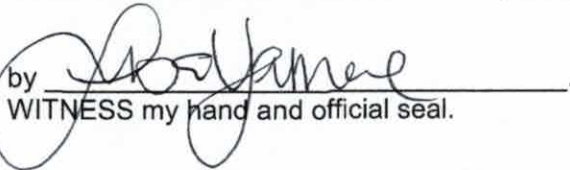
STATE OF COLORADO )  
)ss.  
COUNTY OF LARIMER )

The undersigned, being first duly sworn upon his oath states:

That he was the circulator of the attached Petition for Annexation and that each signature therein is the signature of the person whose name it purports to be.

  
\_\_\_\_\_  
Troy W. Jones (Circulator's Signature)

Subscribed and sworn to before me this 21 day of January, 2024.

by   
\_\_\_\_\_  
WITNESS my hand and official seal.

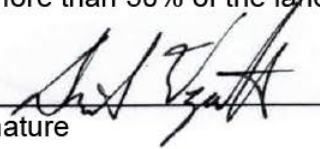
7.12.26  
\_\_\_\_\_  
Commission Expiration Notary Public

LISA YAMANE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114060983  
MY COMMISSION EXPIRES JULY 12, 2026

ATTACHMENT "C"

ATTORNEY CERTIFICATION

I, David R. Wyatt, an attorney licensed to practice in the State of Colorado, hereby certify that, as of the date of this certificate, the signers of this Annexation Petition for the area referred to as the Peakview Annexation No. 2 Annexation to the City of Fort Collins are the owners of real property in the area proposed for annexation. Furthermore, I certify that said owners constitute more than 50% of the landowners in the area proposed for annexation, as said area is described on Attachment "A" of said Annexation Petition, and own more than 50% of the land in said area, exclusive of streets and alleys.

<u>1/20/2026</u>		<u>34223</u>
Date	Signature	Attorney Reg. No.

## Attachment D

### PROPERTY DESCRIPTION PROPOSED ZONE MMN

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "LS 23503" AT THE WEST END AND A 2-1/2" ALUMINUM CAP STAMPED "LS 22573" AT THE EAST END, SAID LINE BEING ASSUMED TO BEAR S89°11'21"E.

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, S00°10'34"W A DISTANCE OF 480.06 FEET;

THENCE DEPARTING SAID EAST LINE, THE FOLLOWING TEN (10) COURSES;

1. S71°25'00"W A DISTANCE OF 118.86 FEET;
2. S63°34'21"W A DISTANCE OF 363.65 FEET;
3. S47°12'26"W A DISTANCE OF 130.16 FEET;
4. S21°48'49"W A DISTANCE OF 164.88 FEET;
5. S02°05'39"W A DISTANCE OF 106.31 FEET;
6. S26°55'40"E A DISTANCE OF 223.52 FEET;
7. S20°31'33"E A DISTANCE OF 67.57 FEET;
8. N89°48'33"W A DISTANCE OF 651.11 FEET;
9. N66°38'48"W A DISTANCE OF 54.36 FEET;
10. N89°45'41"W A DISTANCE OF 109.65 FEET, TO THE NORTHWEST CORNER OF LOT 3, PARKVIEW P.L.D. 05-S2523, AS RECORDED UNDER RECEPTION NO. 20220059051, ALSO BEING THE SOUTHWEST CORNER OF LOT 4, PARKVIEW P.L.D. 05-S2523, ALSO BEING A POINT OF NON-TANGENT CURVE;

THENCE WITH THE WESTERLY LINE OF SAID LOT 4, THE FOLLOWING NINE (9) COURSES:

ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N86°08'26"E, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 04°05'53" AND AN ARC LENGTH OF 6.01 FEET, TO A POINT OF TANGENT;

N00°14'19"E A DISTANCE OF 182.11 FEET, TO A POINT OF CURVE;

ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 06°41'42" AND AN ARC LENGTH OF 15.66 FEET, TO A POINT OF TANGENT;

N06°56'01"E A DISTANCE OF 85.38 FEET, TO A POINT OF CURVE;  
 ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL  
 ANGLE OF 06°41'42" AND AN ARC LENGTH OF 19.40 FEET, TO A POINT OF TANGENT;  
 N00°14'19"E A DISTANCE OF 75.11 FEET, TO A POINT OF CURVE;  
 ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 116.00 FEET, A CENTRAL  
 ANGLE OF 11°15'25" AND AN ARC LENGTH OF 22.79 FEET, TO A POINT OF TANGENT;  
 N11°01'07" W A DISTANCE OF 41.76 FEET, TO A POINT OF CURVE;  
 ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL  
 ANGLE OF 11°15'25" AND AN ARC LENGTH OF 16.50 FEET, TO A POINT OF TANGENT ON  
 THE WESTERLY LINE OF LOT 5, PEAKVIEW P.L.D. 05-S2523;

THENCE WITH SAID WESTERLY LINE, N00°14'19"E A DISTANCE OF 827.07 FEET TO A POINT  
 ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ON SAID NORTH LINE, S88°55'11"E A DISTANCE OF 1,281.26 FEET, TO THE POINT  
 OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,284,495 SQUARE FEET OR 29.4879 ACRES.

**PROPERTY DESCRIPTION PROPOSED ZONE I**

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SOUTHWEST QUARTER OF SECTION  
 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE  
 OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST OF  
 SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., BEING  
 MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "LS 23503" AT THE WEST END AND  
 A 2-1/2" ALUMINUM CAP STAMPED "LS 22573" AT THE EAST END, SAID LINE BEING  
 ASSUMED TO BEAR S89°11'21"E.

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID  
 SECTION 9;

THENCE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9,  
 S00°10'34"W A DISTANCE OF 480.06 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID EAST LINE, S00°10'34"W, A DISTANCE OF 1343.92 FEET;

THENCE DEPARTING SAID EAST LINE, THE FOLLOWING NINE (9) COURSES:

1. N88°52'10"W A DISTANCE OF 327.17 FEET;
2. N06°20'02"W A DISTANCE OF 208.74 FEET;
3. N20°31'33"W A DISTANCE OF 409.22 FEET;

4. N26°55'40"W A DISTANCE OF 223.52 FEET;
5. N02°05'39"E A DISTANCE OF 106.31 FEET;
6. N21°48'49"E A DISTANCE OF 164.88 FEET;
7. N47°12'26"E A DISTANCE OF 130.16 FEET;
8. N63°34'21"E A DISTANCE OF 363.65 FEET;
9. N71°25'00"E A DISTANCE OF 118.86 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 581,492 SQUARE FEET OR 13.3492 ACRES.

**PROPERTY DESCRIPTION PROPOSED ZONE GC**

TWO PARCELS OF LAND LOCATED IN THE EAST HALF OF SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "LS 23503" AT THE WEST END AND A 2-1/2" ALUMINUM CAP STAMPED "LS 22573" AT THE EAST END, SAID LINE BEING ASSUMED TO BEAR S89°11'21"E.

PARCEL 1:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, S00°10'34"W A DISTANCE OF 1823.98 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ON THE SAID EAST LINE, S00°10'34"W A DISTANCE OF 154.20 FEET, TO THE NORTHEAST CORNER OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 97039686 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER;

THENCE ON THE NORTHERLY LINE OF SAID PROPERTY, N89°11'21"W A DISTANCE OF 250.00 FEET, TO THE NORTHWEST CORNER OF SAID PROPERTY;

THENCE ON THE WESTERLY LINE OF SAID PROPERTY, S00°10'34"W A DISTANCE OF 620.00 FEET, TO THE SOUTHWEST CORNER OF SAID PROPERTY, ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MULBERRY STREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 341.48 FEET, TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWENTY-EIGHT (28) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N06°19'53"E, HAVING A RADIUS OF 217.00 FEET, A CENTRAL ANGLE OF 48°41'45" AND AN ARC LENGTH OF 184.43 FEET, TO A POINT OF TANGENT;
2. N34°58'22"W A DISTANCE OF 155.19 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF 25°29'51" AND AN ARC LENGTH OF 125.94 FEET, TO A POINT OF REVERSE CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 09°31'31" AND AN ARC LENGTH OF 3.32 FEET, TO A POINT OF TANGENT;
5. N50°56'41"W A DISTANCE OF 28.81 FEET, TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 17°32'15" AND AN ARC LENGTH OF 8.88 FEET, TO A POINT OF COMPOUND CURVE;
7. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 291.00 FEET, A CENTRAL ANGLE OF 09°27'22" AND AN ARC LENGTH OF 48.03 FEET, TO A POINT OF COMPOUND CURVE;
8. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 541.00 FEET, A CENTRAL ANGLE OF 05°46'51" AND AN ARC LENGTH OF 54.58 FEET, TO A POINT OF REVERSE CURVE;
9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 49.00 FEET, A CENTRAL ANGLE OF 62°31'40" AND AN ARC LENGTH OF 53.47 FEET, TO A POINT OF TANGENT;
10. N21°11'28"W A DISTANCE OF 91.99 FEET, TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 179.00 FEET, A CENTRAL ANGLE OF 01°22'20" AND AN ARC LENGTH OF 4.29 FEET, TO A POINT OF TANGENT;
12. N19°49'08"W A DISTANCE OF 108.53 FEET, TO A POINT OF CURVE;
13. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 129.00 FEET, A CENTRAL ANGLE OF 08°04'32" AND AN ARC LENGTH OF 18.18 FEET, TO A POINT OF REVERSE CURVE;
14. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 03°07'00" AND AN ARC LENGTH OF 1.09 FEET, TO A POINT OF TANGENT;
15. N14°51'36"W A DISTANCE OF 84.36 FEET;
16. N13°42'52"W A DISTANCE OF 50.01 FEET;
17. N14°51'36"W A DISTANCE OF 50.10 FEET, TO A POINT OF NON-TANGENT CURVE;
18. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S75°31'34"W, HAVING A RADIUS OF 108.19 FEET, A CENTRAL ANGLE OF 10°37'19" AND AN ARC LENGTH OF 20.06 FEET, TO A POINT OF NON-TANGENT;
19. N24°42'34"W A DISTANCE OF 43.84 FEET, TO A POINT OF CURVE;

20. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 11°47'15" AND AN ARC LENGTH OF 17.28 FEET, TO A POINT OF COMPOUND CURVE;
21. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,033.00 FEET, A CENTRAL ANGLE OF 09°59'32" AND AN ARC LENGTH OF 180.15 FEET, TO A POINT OF COMPOUND CURVE;
22. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 09°33'20" AND AN ARC LENGTH OF 22.35 FEET, TO A POINT OF TANGENT;
23. N06°37'34"E A DISTANCE OF 78.77 FEET, TO A POINT OF CURVE;
24. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 06°23'15" AND AN ARC LENGTH OF 18.51 FEET, TO A POINT OF TANGENT;
25. N00°14'19"E A DISTANCE OF 102.11 FEET, TO A POINT OF CURVE;
26. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE OF 09°54'53" AND AN ARC LENGTH OF 20.07 FEET, TO A POINT OF TANGENT;
27. N09°40'35"W A DISTANCE OF 52.35 FEET, TO A POINT OF CURVE;
28. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 05°49'01" AND AN ARC LENGTH OF 8.53 FEET, TO THE NORTHWEST CORNER OF LOT 3, PARKVIEW P.L.D. 05-S2523, AS RECORDED UNDER RECEPTION NO. 20220059051, ALSO BEING THE SOUTHWEST CORNER OF LOT 4, PARKVIEW P.L.D. 05-S2523;

THENCE WITH THE NORTHERLY LINE OF SAID LOT 3, ALSO BEING THE SOUTHERLY LINE OF SAID LOT 4, AND THEIR EXTENSIONS, THE FOLLOWING THREE (3) COURSES:

1. S89°45'41"E A DISTANCE OF 109.65 FEET;
2. S66°38'48"E A DISTANCE OF 54.36 FEET;
3. S89°48'33"E A DISTANCE OF 651.11 FEET;

THENCE THE FOLLOWING THREE (3) COURSES:

1. S20°31'33"E A DISTANCE OF 341.65 FEET;
2. S06°20'02"E A DISTANCE OF 208.74 FEET;
3. S88°52'10"E A DISTANCE OF 327.17 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 1,092,233 SQUARE FEET OR 25.0742 ACRES.

PARCEL 2:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT 1, BEING LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MULBERRY STREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 161.99 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 417.78 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIXTEEN (16) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N61°24'47"E, HAVING A RADIUS OF 30.51 FEET, A CENTRAL ANGLE OF 28°12'43" AND AN ARC LENGTH OF 15.02 FEET, TO A POINT OF NON-TANGENT;
2. N00°14'19"E A DISTANCE OF 11.14 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 517.00 FEET, A CENTRAL ANGLE OF 05°14'12" AND AN ARC LENGTH OF 47.25 FEET, TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N85°08'49"E, HAVING A RADIUS OF 10.12 FEET, A CENTRAL ANGLE OF 38°04'04" AND AN ARC LENGTH OF 6.73 FEET, TO A POINT OF NON-TANGENT CURVE;
5. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N60°14'45"W, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 35°00'00" AND AN ARC LENGTH OF 6.11 FEET, TO A POINT OF TANGENT;
6. N05°14'45"W A DISTANCE OF 94.32 FEET, TO A POINT OF CURVE;
7. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 79.00 FEET, A CENTRAL ANGLE OF 50°07'19" AND AN ARC LENGTH OF 69.11 FEET, TO A POINT OF COMPOUND CURVE;
8. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 43°02'58" AND AN ARC LENGTH OF 40.57 FEET, TO A POINT OF COMPOUND CURVE;
9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 409.00 FEET, A CENTRAL ANGLE OF 17°14'40" AND AN ARC LENGTH OF 123.10 FEET, TO A POINT OF COMPOUND CURVE;
10. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 189.00 FEET, A CENTRAL ANGLE OF 15°18'19" AND AN ARC LENGTH OF 50.49 FEET, TO A POINT OF REVERSE CURVE;
11. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 07°34'05" AND AN ARC LENGTH OF 3.83 FEET, TO A POINT OF TANGENT;
12. S67°05'34"E A DISTANCE OF 29.69 FEET, TO A POINT OF CURVE;
13. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 19°54'23" AND AN ARC LENGTH OF 6.95 FEET, TO A POINT OF COMPOUND CURVE;

14. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 217.00 FEET, A CENTRAL ANGLE OF  $12^{\circ}12'50''$  AND AN ARC LENGTH OF 46.26 FEET, TO A POINT OF TANGENT;
15.  $1S34^{\circ}58'22''E$  A DISTANCE OF 155.19 FEET, TO A POINT OF CURVE;
16. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF  $13^{\circ}57'58''$  AND AN ARC LENGTH OF 68.98 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 80,517 SQUARE FEET OR 1.8484 ACRES.

**GENERAL NOTES:**

1. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
2. ALL LINES UNLESS OTHERWISE NOTED ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
3. THIS ANNEXATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY WORK SURVEY PLAN.
4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS AS SHOWN ON THE PLAT.

11. ON THE ARC OF A CIRCLE TO THE LEFT, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 0°12'30"
12. ON THE ARC OF A CIRCLE TO THE LEFT, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 0°12'30"
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37. ON THE ARC OF A CIRCLE TO THE LEFT, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 0°12'30"

1. THE CITY OF FORT COLLINS, COLORADO AND THE CITY OF GREELEY, COLORADO HAVE AGREED TO THE ANNEXATION OF THE PROPERTY SHOWN ON THIS PLAT TO THE CITY OF FORT COLLINS, COLORADO.
2. THE CITY OF FORT COLLINS, COLORADO HAS AGREED TO ACCEPT THE ANNEXATION OF THE PROPERTY SHOWN ON THIS PLAT TO THE CITY OF FORT COLLINS, COLORADO.
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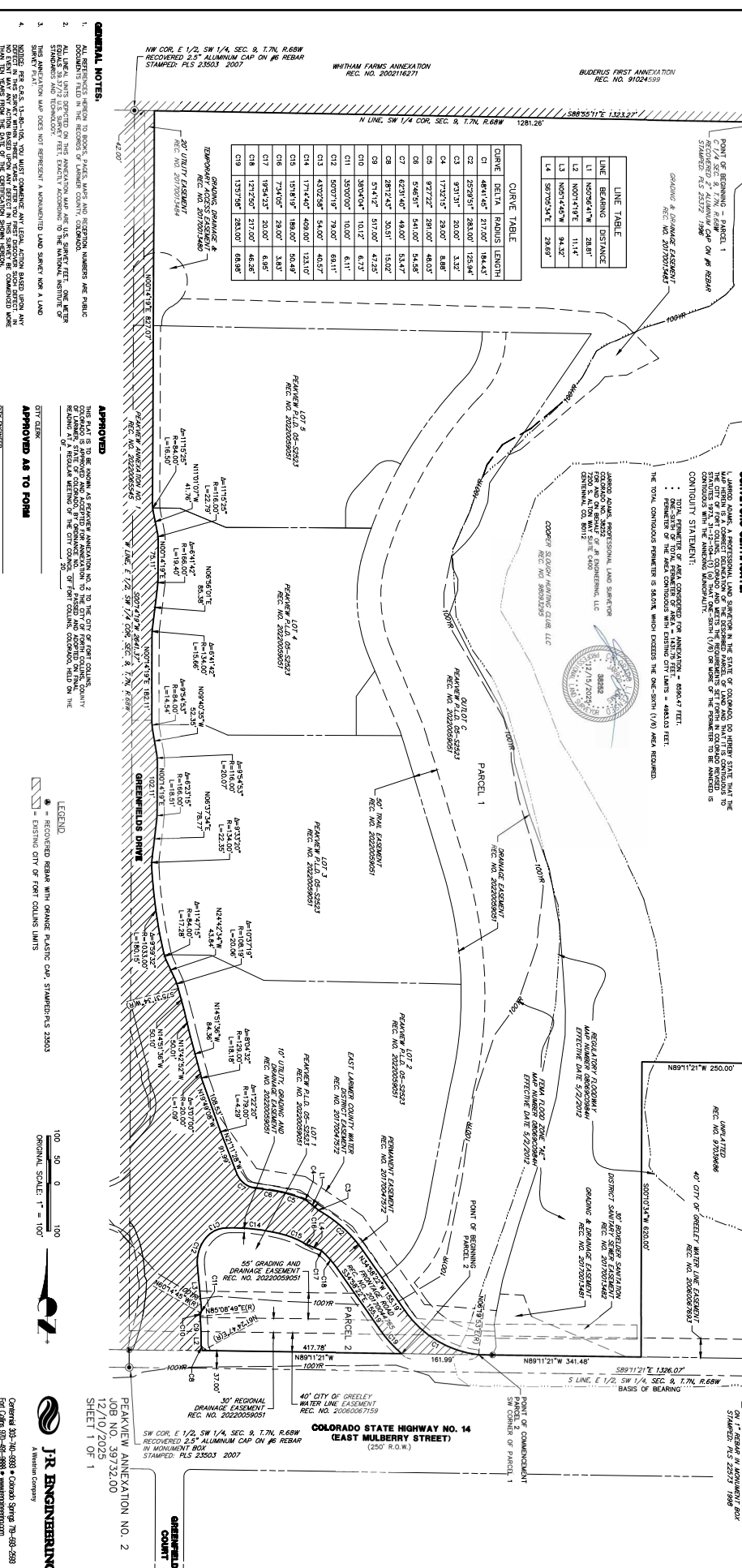
**PEAKVIEW ANNEXATION NO. 2**  
 TO THE CITY OF FORT COLLINS, LOCATED  
 IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9  
 TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M.  
 COUNTY OF LARIMER, STATE OF COLORADO

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N00°04'18" E	28.81'
L2	N00°14'48" W	94.88'
L3	S87°05'48" E	28.80'

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH
C1	48°41'48"	217.00'	184.43'
C2	25°29'31"	283.00'	153.94'
C3	9°31'31"	20.00'	3.32'
C4	17°23'15"	20.00'	8.86'
C5	8°27'22"	291.00'	48.05'
C6	5°06'31"	141.00'	14.46'
C7	8°23'04"	48.00'	13.47'
C8	18°10'24"	30.51'	15.87'
C9	37°14'32"	37.00'	47.23'
C10	35°03'07"	10.00'	6.17'
C11	35°03'07"	10.00'	6.17'
C12	43°02'58"	79.00'	69.11'
C13	43°02'58"	54.00'	40.57'
C14	17°14'40"	409.00'	123.10'
C15	10°18'10"	189.00'	50.49'
C16	7°34'02"	29.00'	3.83'
C17	18°14'32"	20.00'	6.85'
C18	12°12'50"	217.00'	46.38'
C19	13°37'48"	283.00'	68.88'



**APPROVED AS TO FORM**

DATE: 11/10/2023  
 SHEET 1 OF 1

**JR ENGINEERING**  
 A Member Company

100 50 0 100  
 ORIGINAL SCALE: 1" = 100'

Colorado: 301-340-2033 • Colorado Survey 70-203-2559  
 For OSHA 910-661-8888 www.jrengineering.com

## MEMORANDUM

To: City of Fort Collins, Planning  
 From: Economic & Planning Systems  
 Subject: Peakview Annexation Retail Market Study; EPS #233161  
 Date: March 21, 2024

### Project Overview and Approach

The City of Fort Collins has received an annexation request for a large parcel on the north side of Mulberry Street at Greenfield Court intersection in northeast Fort Collins. The proposed Peakview project is planned to include a mixture of residential, industrial, and commercial uses. The southern portion of the property that fronts Mulberry Street is designated for neighborhood commercial in the existing Mulberry Corridor Plan and neighborhood mixed-use on the CityPlan Structure Map. The neighborhood commercial (NC) designation is intended to allow for a grocery anchored shopping center.

The Peakview developer does not wish to be limited to having to develop a project that includes a grocery store as they are concerned about how long it will take for demand to be sufficient for a store. The developer wishes that the NC designation be changed to allow for greater flexibility of commercial and multifamily residential uses.

To support the consideration of the annexation request, the City of Fort Collins and developer are seeking a study to assess the demand and viability for retail development at this location including demand for a grocery anchored retail center. The specific questions explored are as follows:

- What is the overall demand for retail space at this location and what types of retail are most likely to be attracted?
- Is there sufficient demand (now and within a 20-year forecast period) to support a grocery store at this location?
- What attributes of the site are supportive of or detrimental to a grocery or other anchored commercial center at this site?
- What site and design perimeters are needed to support a store at this location and how does the current NC zoning support those parameters?

*The Economics of Land Use*



*Economic & Planning Systems, Inc.  
 730 17th Street, Suite 630  
 Denver, CO 80202-3511  
 303 623 3557 tel  
 303 623 9049 fax*

*Denver  
 Los Angeles  
 Oakland  
 Sacramento*

**www.epsys.com**

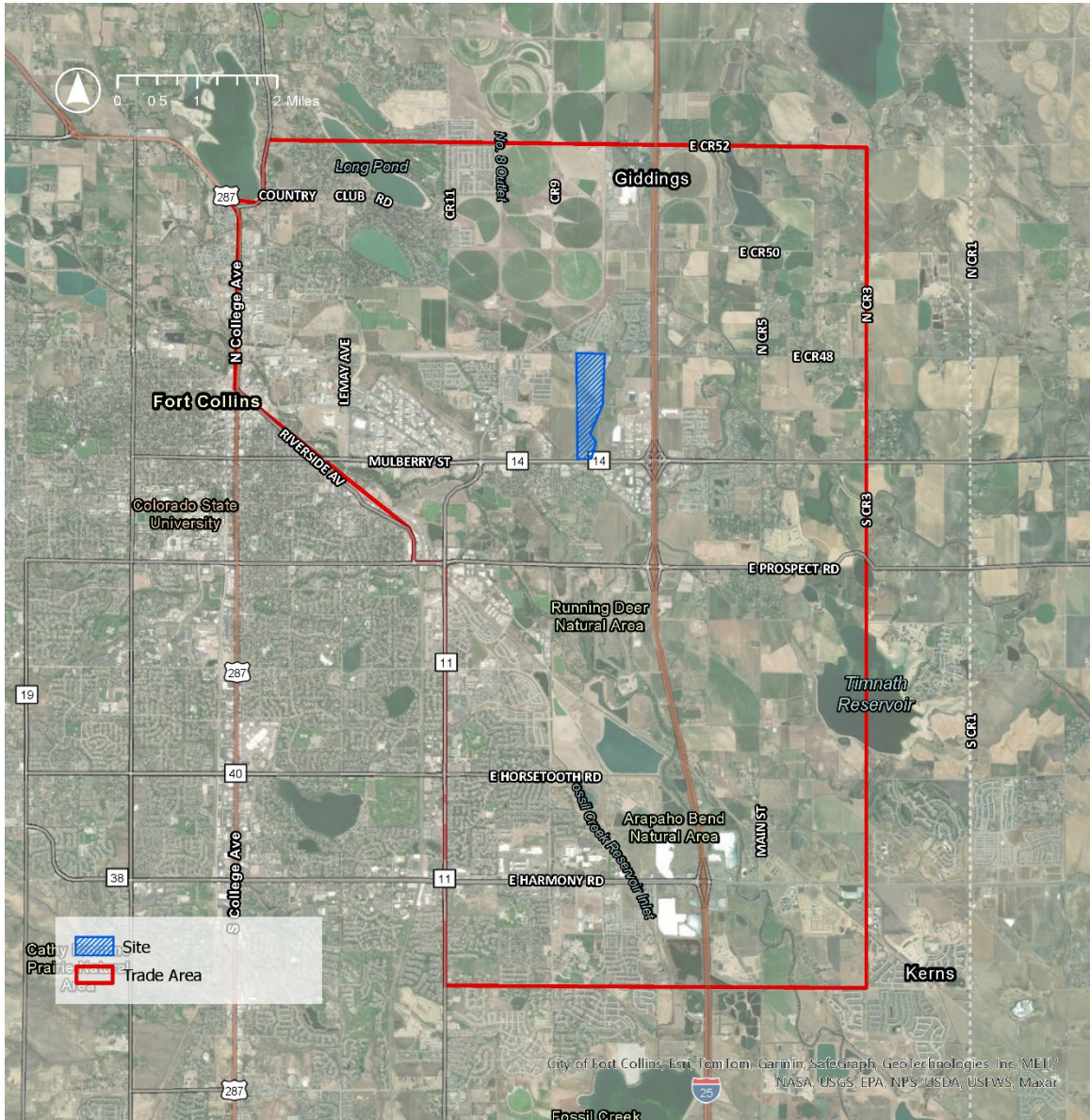
The retail demand at the Peakview site is estimated based on demand for retail spending from residents in the area both now and those forecasted in the 5-, 10-, and 15-year time frame. The estimated demand is then compared to the existing supply of retail stores in the area to determine potential gaps in demand. Specific grocery and other food store categories are assessed in more detail to understand the potential for a store in these categories that can serve as an anchor retailer that drives visitation that supports ancillary retail. Lastly, the specific site identified for retail uses is evaluated to understand its potential assets and constraints to development.

## Trade Area Conditions and Trends

The primary trade area for the Peakview site is based on a typical trade area for a neighborhood shopping center anchored by a grocery store. The trade area represents the area that contains the residents that account for the majority of sales made at the stores in the center. A grocery store trade area typically has a radius of 2 to 3 miles depending on the size of the store, location, and the density of development the area.

The trade area is shown in **Figure 1**. Given the proximity and access of the site to I-25, the trade area has a more north/south orientation. The interstate increases the potential access for the site. The largely undeveloped nature of the eastern side of the trade area also lends itself to a more western orientation. The trade area is bounded by approximately Larimer County Road 52 on the north, County Road 3 on the east, Kechter Road on the south, and Timberline Road, Riverside Avenue, and North College Avenue on the north.

Figure 1 Peakview Primary Trade Area



### Demographic Conditions

The trade area has a 2023 population of 48,484 residents living in 18,572 households, as shown in **Table 1**. The trade area population is growing at a faster rate (3.5 percent annually) than the City of Fort Collins and Larimer County. The trade area has grown by 546 households per year since 2010, which is 63 percent of the total household growth in the City of Fort Collins.

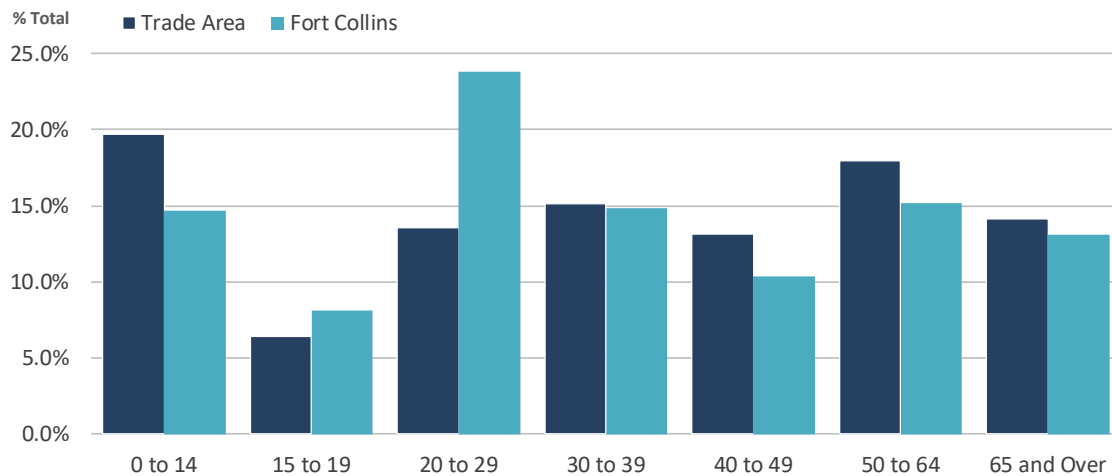
**Table 1 Trade Area Population and Households, 2000 to 2023**

Description	2000	2010	2023	2000-2010			2010-2023		
				Total	Ann. #	Ann. %	Total	Ann. #	Ann. %
<b>Population</b>									
Trade Area	20,350	30,965	48,484	10,615	1,062	4.3%	17,519	1,348	3.5%
Fort Collins	124,377	145,456	172,250	21,079	2,108	1.6%	26,794	2,061	1.3%
Larimer County	251,494	299,630	375,558	48,136	4,814	1.8%	75,928	5,841	1.8%
<b>Households</b>									
Trade Area	7,357	11,472	18,572	4,115	412	4.5%	7,100	546	3.8%
Fort Collins	48,005	58,457	69,662	10,452	1,045	2.0%	11,205	862	1.4%
Larimer County	97,164	120,295	152,401	23,131	2,313	2.2%	32,106	2,470	1.8%

Source: U.S. Census; ESRI Business Analyst; Economic & Planning Systems

The trade area population has a greater share of residents that are older than 40 years old, as shown in **Table 2**. The trade area also has a greater presence of children (younger than 15 years old).

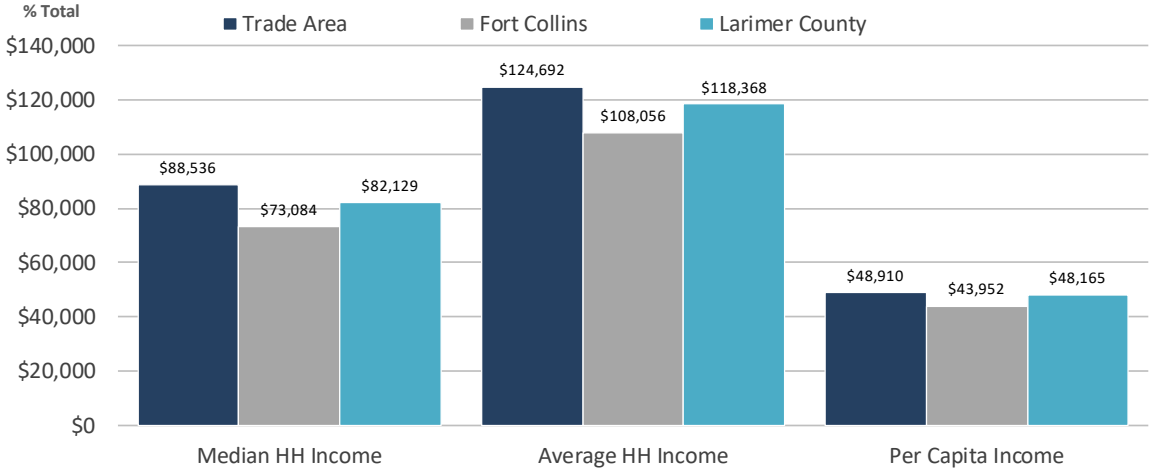
**Table 2 Trade Area Population by Age, 2023**



Source: Esri Business Analyst; U.S. Census; Economic & Planning Systems

The average household income of the trade area is \$124,692, which is higher than both the city and county, as shown in **Table 3**.

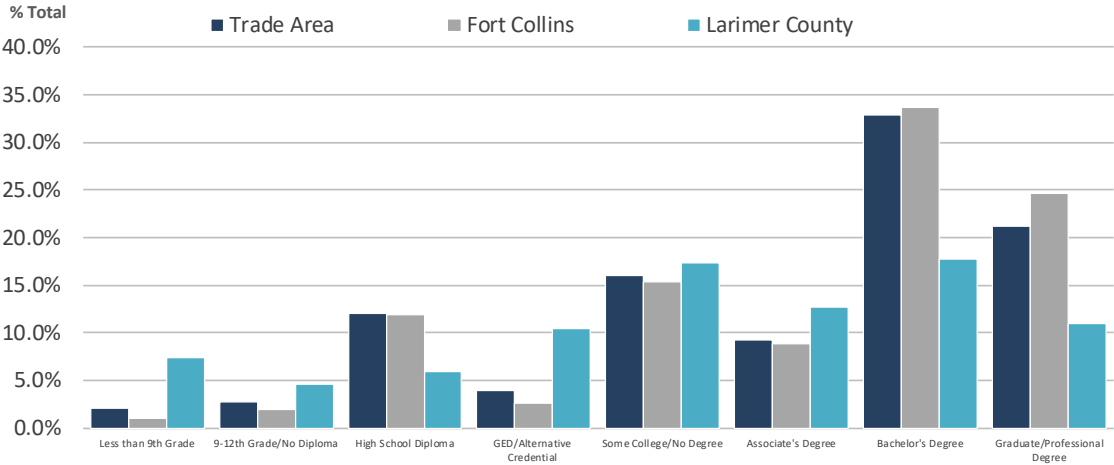
**Table 3 Trade Area Household Income, 2023**



Source: Esri BusinessAnalyst; U.S. Census; Economic & Planning Systems

The educational attainment of residents of the trade area over the age of 25 is similar to that of the city as a whole. Relative to the county and state, residents of the trade area and city are highly educated.

**Table 4 Trade Area Educational Attainment, 2023**

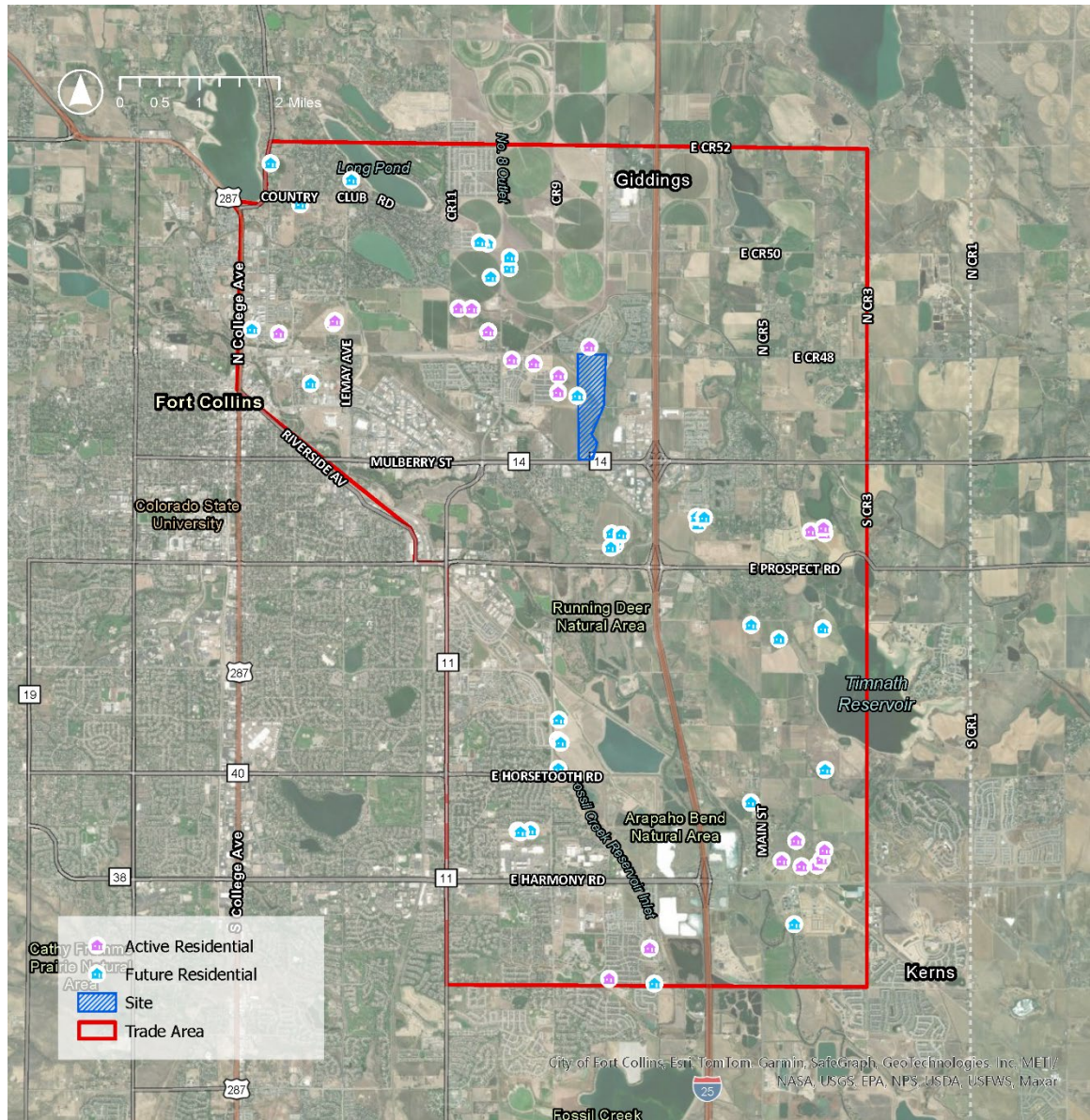


Source: Esri BusinessAnalyst; U.S. Census; Economic & Planning Systems

### Development Trends

The active and proposed residential development projects in the trade area are shown in **Figure 2**. The area to the north and east of the Peakview site has a several active and future development projects that will generate new housing in the trade area. The other areas with active projects are largely east of I-25 in the Town of Timnath. There are, however, several future projects planned/proposed in the Fort Collins portion of the trade area.

**Figure 2 Trade Area Active and Proposed Residential Projects**



The number of for-sale housing starts that occurred in the trade area from 2010 to 2023 are shown in **Table 5**. The trade area ranged between 173 to 609 annual for-sale housing starts, with an average of 380 starts per year. The trade area has accounted for between 11 and 31 percent of countywide housing starts. The inventory of vacant developed lots (lots that are ready for development but have not attracted a housing unit) has grown to nearly 1,000 lots in the last two years.

**Table 5 Trade Area For-Sale Housing Starts, 2010 to 2023**

Description	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2010-2023	
															Total	Ann. #
<b>Trade Area</b>																
Starts	173	206	301	547	458	282	319	345	191	335	409	609	368	399	4,942	380
% of County	31%	25%	23%	31%	27%	16%	17%	16%	11%	21%	18%	25%	20%	29%		
Closings	171	199	244	512	459	298	280	324	295	242	389	467	454	322	4,656	358
Vacant Developed Lots	1,239	1,042	889	987	587	460	337	467	439	565	610	422	1,090	958	10,092	776
Future Lots	2,634	2,982	3,023	2,881	2,856	3,425	4,232	9,971	10,374	7,185	10,346	10,518	9,714	9,558	89,699	6,900
<b>Larimer County</b>																
Starts	564	826	1,333	1,765	1,706	1,735	1,920	2,139	1,735	1,619	2,321	2,404	1,879	1,369	23,315	1,793
Closings	633	779	1,214	1,644	1,521	1,539	1,848	2,064	1,789	1,655	2,090	2,355	1,950	1,539	22,620	1,740
Vacant Developed Lots	6,006	5,308	4,441	3,984	3,847	3,289	3,041	2,804	3,116	3,737	3,051	2,952	3,854	3,541	52,971	4,075
Future Lots	18,666	20,147	21,032	21,004	20,013	20,958	23,931	30,112	30,716	30,870	34,062	34,266	35,329	36,122	377,228	29,018

Source: Zonda; Economic & Planning Systems

Future housing projects in the trade area are shown in **Table 6**. The trade area has 38 future housing projects that are planned for 9,813 housing units. Roughly half of the units are planned to be single family homes, with the Montava project north of the project site accounting for over 1,600 single family units and an additional 710 attached units.

**Table 6 Trade Area Planned/Proposed Housing Projects**

Project	Total
<b>Attached/Multifamily</b>	
Fort Collins Habitat - Hartford - Odell (Condo)	140
Montava / (TH)	710
Ziegler & Corbett / Landmark (Live-Work)	8
Ziegler & Corbett / Landmark (Condo)	120
Strauss Lakes / (Condo)	228
Bloom / (Condo)	152
Gateway at Prospect / (Condo)	355
Mountain Vista / (DU)	149
Strauss Lakes / (DU)	144
Gateway at Prospect / (DU)	122
Old Town North / Jerome St Station (TH)	66
Mountain Vista / (TH)	248
Ziegler & Corbett / Landmark (TH)	32
Strauss Lakes / (TH)	611
Gateway at Prospect / (TH)	254
Prospect Ridge-LR / (TH)	104
Macy (TH)	<u>60</u>
<b>Total</b>	<b>3,503</b>
<b>Single Family</b>	
Bruso Subdivision	15
Urban Meadow Estates	15
Gregory Cove	12
Montava	1627
Mountain Vista	688
Strauss Lakes / Carriage	127
Gateway at Prospect	33
4000 Kechter	8
Prospect Ridge	16
Prospect Ridge / Estates	16
Fisher Farm	747
Allison Estates	49
Riverbend	682
Timnath Shores	183
Whitewing at Timnath Manor	<u>40</u>
<b>Total</b>	<b>4,258</b>
<b>Multifamily</b>	
Bloom MF	773
Ziegler & Corbett MF	457
Watermark at Fort Collins	296
TBD Vine	24
Rendezvous Trail Apartments	180
Trailside on Harmony	<u>322</u>
<b>Total</b>	<b>2052</b>
<b>Overall Total 9,813</b>	

Source: Zonda; Economic & Planning Systems

The planned/proposed commercial projects in the trade area are shown in **Table 7**. In total, there are over 350,000 square feet of development planned. There is only 32,950 square feet of retail space proposed or under construction in the trade area.

**Table 7 Trade Area Planned/Proposed Commercial Projects**

Property	Status	RBA	# of Rooms	Est. Yr Built
<b>Industrial</b>				
<u>NEC I-25 &amp; Prospect Rd</u>	Proposed	<u>272,670</u>		---
<b>Total</b>		<b>272,670</b>		
<b>Hospitality</b>				
Hawthorn Suites by Wyndham Timnath	Final Planning	22,500	45	2025
<u>La Quinta Inns &amp; Suites Fort Collins</u>	Proposed	<u>25,000</u>	<u>80</u>	2025
<b>Total</b>		<b>47,500</b>	<b>125</b>	
<b>Multifamily</b>				
Bloom Multifamily	Proposed	---	773	---
Watermark at Fort Collins	Proposed	413,820	296	2025
TBD Vine	Proposed	25,920	24	---
Rendezvous Trail Apartments	Under Construction	180,000	180	2024
<u>Traisideon on Harmony</u>	Under Construction	<u>100,000</u>	<u>322</u>	2024
<b>Total</b>		<b>719,740</b>	<b>1,595</b>	
<b>Retail</b>				
Nwc International Boulevard & Timberline Rd	Proposed	2,500		2024
3 Bristlecone Dr	Proposed	20,000		2024
944 Jerome St	Under Construction	3,950		2024
<u>2670 Illinois Dr</u>	Proposed	<u>6,500</u>		2025
<b>Total</b>		<b>32,950</b>		
<b>Overall Total</b>		<b>353,120</b>	<b>125</b>	

Source: CoStar; Economic & Planning Systems

### Estimated Housing Demand

The trade area has been growing by just over 600 housing units per year since 2010. EPS believes this rate of growth is likely to continue over the next 15+ years. There are an estimated 10,938 housing units in the development pipeline, as shown in X. This represents an 18-year supply of housing that is under construction, planned, or proposed in the trade area. Based on recent trends and the development pipeline, EPS estimates that the trade area will growth by 9,000 housing units over the next 15 years, which is a rate of 600 units per year.

**Table 8 Trade Area Residential Development Pipeline**

Description	Short-Term	Medium-Term	Long-Term	Total
<b>Housing Units</b>				
Single Family	660	1,668	4,258	<b>6,586</b>
Attached/Multifamily For-Sale	569	118	3,503	<b>4,190</b>
Multifamily For-Rent	<u>502</u>	<u>0</u>	<u>320</u>	<b>822</b>
<b>Total</b>	<b>1,071</b>	<b>1,786</b>	<b>8,081</b>	<b>10,938</b>

	Annual New Units (2010-2023)	Years of Supply			
Annual New Housing Units	612	2	3	13	18
Annual For-Sale Starts	380	3	5	20	28
Annual Multifamily Units	206	2	0	2	4

Source: Economic & Planning Systems

# Retail Supply Analysis

## Retail Trends

The trade area has an inventory of 3.2 million square feet of retail space, which accounts for 27 percent of the citywide inventory. The retail inventory increased by 640,178 square feet from 2010 to 2023, which was an average of 49,244 square feet per year, as shown in **Table 9**. The trade area grew by more space than the City of Fort Collins as the Town of Timnath captured a significant amount of the new retail space with Costco completed in 2014 and Floor & Décor in 2023 at I-25 and Harmony Road.

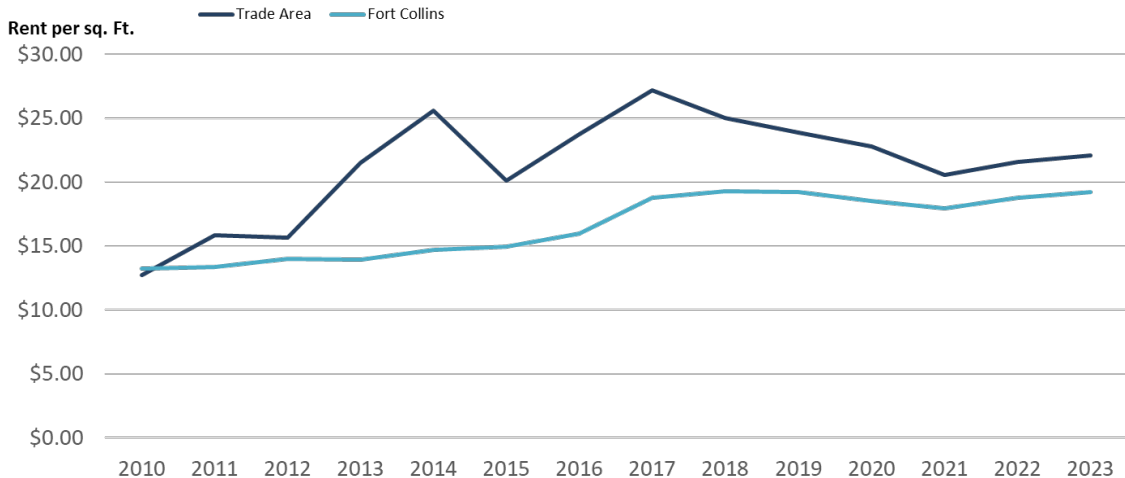
**Table 9 Trade Area Retail Inventory, 2010 to 2023**

Inventory (sq. ft.)	2010	2015	2023	2010-2015			2010-2023		
				Total	Ann. #	Ann. %	Total	Ann. #	Ann. %
<b>Trade Area</b>	2,606,248	3,028,120	3,246,426	421,872	84,374	3.0%	640,178	49,244	1.7%
<b>Fort Collins</b>	11,482,550	11,813,896	11,843,898	331,346	66,269	0.6%	361,348	27,796	0.2%

Source: CoStar; Economic & Planning Systems

The average rental rate for retail space in the trade area increased from \$12.50 per square foot in 2010 to \$22 per square foot in 2023. The rate is greater than the average rate for the city, as shown in **Figure 3**.

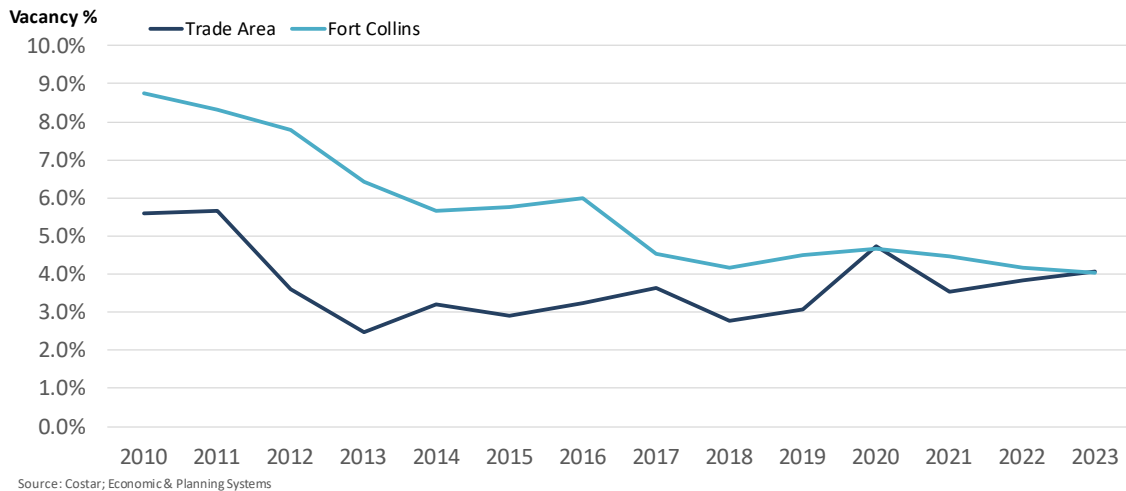
**Figure 3 Trade Area Retail Rental Rates, 2010 to 2023**



Source: CoStar; Economic & Planning Systems

The average vacancy rate for retail space in the trade area has decreased since 2010 to 4 percent, which is an indication of demand. The vacancy rate in the city is the same but has decreased by more since 2010.

**Figure 4 Trade Area Retail Vacancy Rate, 2010 to 2023**



**Grocery Store Inventory**

The potential competitive grocery store trade areas (3 mile radius) that overlap with the trade area for the Peakview site were identified. There are 16 competitive stores that were identified, as shown in **Table 10** and **Figure 5**. Three of the stores are located within the trade area. There are also five supercenters/warehouse clubs that are competitive to a store at the Peakview site, and all but one is in the trade area.

Most of the retailers selling groceries in the trade area are in south Fort Collins or Timnath along Harmony Road. The Harmony and I-25 interchange is well suited for more regionally oriented stores such as Walmart and Costco. Also, a significant amount of housing development has been occurring in the area in south Fort Collins, Timnath, and Windsor. However, these areas have started to become more fully developed and market opportunities for new housing, especially in Fort Collins, have shifted to the north. The needed new housing units to support retail demand, however, have not reached significant size to spur new retail yet.

**Table 10 Trade Area Competitive Grocery and Supercenter Stores**

Property	Address	Year Built	Store Size (sf)
<b>Grocery Stores</b>			
Cedarwood Plaza (King Soopers)	1015 S Taft Hill Rd	2010	67,848
King Soopers	1842 N College Ave	2011	112,289
King Soopers	2602 S Timberline Rd	2005	67,784
King Soopers	2325 S College Ave	1999	61,000
King Soopers	4503 John F Kennedy Pkwy	2003	66,662
Lucky's Market	425 S College Ave	2018	25,850
Natural Grocers	4318 S College Ave	---	8,750
Target Grocery	460 S College Ave	2014	25,850
Safeway	731 S Lemay Ave	2016	42,699
Safeway	2160 W Drake Rd	1983	54,574
Safeway	1426 E Harmony Rd	1997	52,462
Safeway	3657 S College Ave	1981	40,000
Sprouts	2601 S Lemay Ave	---	49,087
Sprouts	4345 Corbett Dr	2008	24,288
Trader Joe's	3500 S College Ave	2015	12,000
Whole Foods	2201 S College Ave	2004	71,244
<b>Average</b>		<b>2005</b>	<b>48,899</b>
<b>Super Centers/Warehouse Clubs</b>			
Costco (Timnath)	4705 Weitzel St	2014	157,686
Wal-Mart	4625 S Mason St	2013	83,977
Wal-Mart	4500 Weitzel St	2008	191,538
Wal-Mart (Timnath)	1250 E Magnolia St	2011	211,255
Super Target	2936 Council Tree Ave	2008	175,631
<b>Average</b>		<b>2011</b>	<b>164,017</b>

Source: CoStar; Economic & Planning Systems



## Retail Demand Analysis

This section of the report provides an estimate of the retail demand within the trade area by store category. EPS quantified existing sales flows including the number of sales captured by existing trade area stores by category and the amount of unmet sales potential represented by outflow or retail leakage. Additional retail sale demand associated with new housing development is also estimated for 5-, 10-, and 15-year forecast periods through 2043. The amount of additional retail space by store category supportable in the trade area is then estimated based on average sales per store and per square foot. The potential demand for a grocery store on the Peakview site is then analyzed.

### Retail Expenditure Potential and Sales Flow

#### Expenditure Potential

The expenditure potential for retail sales from trade area residents was estimated to establish an understanding of current and future demand for retail at the Peakview site. To estimate this expenditure potential, the average household income of residents in the trade area is multiplied by the number households. Trade area households have a total personal income (TPI) of \$2.3 billion, as shown in **Table 11**. The trade area is estimated to grow by 9,000 households between 2023 and 2038. This will increase the TPI for the trade area by \$1.1 billion as shown.

**Table 11 Trade Area Total Personal Income**

Description	2023	2028	2033	2038	2023-2038
					Total
<b>Trade Area</b>					
Households	18,572	21,572	24,572	27,572	9,000
Avg. Household Income	\$124,692	\$124,692	\$124,692	\$124,692	\$124,692
<b>Total Personal Income</b>	<b>\$2,315,779,824</b>	<b>\$2,689,855,824</b>	<b>\$3,063,931,824</b>	<b>\$3,438,007,824</b>	<b>\$1,122,228,000</b>

Source: US Census; ESRI; Economic & Planning Systems

Total personal income is used to estimate the expenditure potential for retail sales by store category. The average Colorado household spends 36.6 percent of their income on retail sales (based on U.S. Census of Retail Trade data).

#### Retail Store Categories

- Convenience Goods – This category includes grocery stores, supermarkets, convenience stores, as well as beer, wine, and liquor stores, drug stores, and other specialty food stores.
- Shoppers’ Goods – This category includes department stores, other general merchandise, apparel, furniture, appliance, and specialty goods stores such as music, electronics, books, jewelry and gift stores.

- Eating and Drinking Establishments – This category covers restaurants including conventional sit-down and fast food, bars, brewpubs, and the like.
- Building Materials/Nurseries – This category is made up of stores selling hardware, plants and garden supplies, and other retail items related to home improvement.

The retail expenditure potential for the trade area is estimated at \$847 million in 2023 and to grow by \$410 million by 2038, as shown in **Table 12**. The expenditure potential for grocery sales is estimated to increase by \$81.7 million.

**Table 12 Trade Area Retail Expenditure Potential, 2023 to 2038**

Store Type	Retail Sales % TPI (2017)	2023 (\$000s)	2028 (\$000s)	2033 (\$000s)	2038 (\$000s)	2023-2038 (\$000s)
<b>Total Personal Income (TPI)</b>	<b>100%</b>	<b>\$2,315,780</b>	<b>\$2,689,856</b>	<b>\$3,063,932</b>	<b>\$3,438,008</b>	<b>\$1,122,228</b>
<b>Convenience Goods</b>						
Supermarkets and Other Grocery Stores	7.3%	\$168,521	\$195,743	\$222,965	\$250,187	\$81,666
Convenience Stores (incl. Gas Stations)	2.9%	\$68,031	\$79,020	\$90,009	\$100,999	\$32,968
Beer, Wine, & Liquor Stores	1.3%	\$31,123	\$36,150	\$41,177	\$46,204	\$15,082
Health and Personal Care	1.7%	\$40,136	\$46,619	\$53,102	\$59,586	\$19,450
<b>Total Convenience Goods</b>	<b>13.3%</b>	<b>\$307,811</b>	<b>\$357,532</b>	<b>\$407,254</b>	<b>\$456,976</b>	<b>\$149,165</b>
<b>Shopper's Goods</b>						
<b>General Merchandise</b>						
Department Stores	0.5%	\$11,757	\$13,657	\$15,556	\$17,455	\$5,698
Warehouse Clubs & Supercenters	5.7%	\$132,218	\$153,576	\$174,933	\$196,291	\$64,073
<b>Subtotal</b>	<b>6.2%</b>	<b>\$143,975</b>	<b>\$167,232</b>	<b>\$190,489</b>	<b>\$213,746</b>	<b>\$69,771</b>
<b>Other Shopper's Goods</b>						
Clothing & Accessories	2.0%	\$45,605	\$52,972	\$60,338	\$67,705	\$22,100
Furniture & Home Furnishings	1.3%	\$29,061	\$33,755	\$38,449	\$43,143	\$14,083
Electronics & Appliances	1.0%	\$22,309	\$25,912	\$29,516	\$33,120	\$10,811
Sporting Goods, Hobby, Book, & Music Stores	1.1%	\$26,317	\$30,568	\$34,819	\$39,070	\$12,753
Miscellaneous Retail	1.6%	\$36,163	\$42,004	\$47,845	\$53,687	\$17,524
<b>Subtotal</b>	<b>6.9%</b>	<b>\$159,454</b>	<b>\$185,211</b>	<b>\$210,968</b>	<b>\$236,725</b>	<b>\$77,271</b>
<b>Total Shopper's Goods</b>	<b>13.1%</b>	<b>\$303,429</b>	<b>\$352,443</b>	<b>\$401,457</b>	<b>\$450,471</b>	<b>\$147,042</b>
<b>Eating and Drinking</b>	<b>6.8%</b>	<b>\$156,481</b>	<b>\$181,758</b>	<b>\$207,035</b>	<b>\$232,312</b>	<b>\$75,831</b>
<b>Building Material &amp; Garden</b>	<b>3.4%</b>	<b>\$79,284</b>	<b>\$92,091</b>	<b>\$104,899</b>	<b>\$117,706</b>	<b>\$38,421</b>
<b>Total Retail Goods</b>	<b>36.6%</b>	<b>\$847,006</b>	<b>\$983,825</b>	<b>\$1,120,645</b>	<b>\$1,257,465</b>	<b>\$410,459</b>

Source: 2017 Census of Retail Trade; Economic & Planning Systems

### **Sales Flow**

A retail sales flow model was created to estimate what portion of retail sales made in the trade area are from residents of the trade area and to determine how much of the trade area resident spending occurs at stores outside of the trade area. The actual retail sales that occurred (according to estimates provided by Claritas Spotlight) in the trade area are compared to expenditure potential from trade area residents by store category.

EPS estimates that the stores in the trade area capture two-thirds of the retail expenditure potential from trade area residents, as shown in **Table 13**. In total, the retail stores in the trade area serve the demand from trade area residents, however there is leakage of sales in certain store categories. An assessment of demand versus supply per store category is provided below.

- Convenience Goods – Stores in this category have the highest rate of capture of expenditure potential from trade area residents. Supermarkets and grocery stores in the trade area generate \$154 million in store sales and the expenditure potential in the trade area is only slightly higher at \$169 million. There is a portion of grocery store expenditure potential that is estimated to be spent outside the trade area, which is discussed below. The other store categories are well represented with store options and there is not significant unmet demand.
- General Merchandise – The trade area has multiple warehouse clubs and supercenters including two Super Walmarts, a Costco, and a Super Target. Trade area residents spend most of their expenditure potential for this category at these stores. EPS estimates that trade area residents account for 31 percent of sales in the store category. There is not a significant amount of unmet demand in this store category.
- Other Shoppers’ Goods – Store sales in this category exceed the expenditure potential from trade area residents. Stores in this category are most often found in regional retail locations/centers such as malls and power centers. There is a limited presence of these store types in the trade area and there is unlikely sufficient demand to attract larger retailers in this category. As a result, a large portion of trade area residents’ sales in this category will occur outside of the trade area at stores at centers such as Foothills Mall Front Range Village and the Streets at Centerra.
- Eating and Drinking – The expenditure potential from trade area residents exceeds sales in this store category indicating unmet demand.
- Building Materials and Garden – The presence of the Home Depot in the trade area and other stores in this category along Mulberry Road means that the trade area is well supported in this category and there is not significant unmet demand.

**Table 13 Trade Area Retail Sales Flow**

Store Type	2023 Retail Sales (\$000s)	Trade Area 2022				Estimated TA Leakage (\$000s)
		Exp. Potential (\$000s)	Trade Area Capture %	Est. Sales in TA (\$000s)	% of Sales in TA	
<b>Total Personal Income (TPI)</b>		<b>\$2,315,780</b>				
<b>Convenience Goods</b>						
Supermarkets	\$154,135	\$168,521	75%	\$126,391	82%	\$42,130
Convenience Stores (incl. Gas Stations)	\$59,115	\$68,031	85%	\$57,826	98%	\$10,205
Specialty Food and Beer, Wine, & Liquor Stores	\$37,406	\$31,123	80%	\$24,898	67%	\$6,225
Health and Personal Care	\$33,494	\$40,136	80%	\$32,109	96%	\$8,027
<b>Total Convenience Goods</b>	<b>\$284,150</b>	<b>\$307,811</b>		<b>\$241,224</b>	<b>85%</b>	<b>\$66,587</b>
<b>Shopper's Goods</b>						
<b>General Merchandise</b>						
Department Stores	\$15,883	\$11,757	75%	\$8,818	56%	\$2,939
Warehouse Clubs & Supercenters, other GM	\$355,000	\$132,218	80%	\$105,774	30%	\$26,444
<b>Subtotal</b>	<b>\$370,883</b>	<b>\$143,975</b>		<b>\$114,592</b>	<b>31%</b>	<b>\$29,383</b>
<b>Other Shopper's Goods</b>						
Clothing & Accessories	\$44,652	\$45,605	50%	\$22,802	51%	\$22,802
Furniture & Home Furnishings	\$46,886	\$29,061	50%	\$14,530	31%	\$14,530
Electronics & Appliances	\$22,840	\$22,309	50%	\$11,154	49%	\$11,154
Sporting Goods, Hobby, Book, & Music Stores	\$40,419	\$26,317	50%	\$13,158	33%	\$13,158
Miscellaneous Retail	\$45,120	\$36,163	50%	\$18,081	40%	\$18,081
<b>Subtotal</b>	<b>\$199,918</b>	<b>\$159,454</b>		<b>\$79,727</b>	<b>40%</b>	<b>\$79,727</b>
<b>Total Shopper's Goods</b>	<b>\$570,801</b>	<b>\$303,429</b>		<b>\$194,319</b>	<b>34%</b>	<b>\$109,110</b>
<b>Eating and Drinking</b>	<b>\$119,821</b>	<b>\$156,481</b>	<b>50%</b>	<b>\$78,241</b>	<b>65%</b>	<b>\$78,241</b>
<b>Building Material &amp; Garden</b>	<b>\$146,573</b>	<b>\$79,284</b>	<b>85%</b>	<b>\$67,392</b>	<b>46%</b>	<b>\$11,893</b>
<b>Total Retail Goods</b>	<b>\$1,121,345</b>	<b>\$847,006</b>	<b>69%</b>	<b>\$581,176</b>	<b>52%</b>	<b>\$265,830</b>

Source: 2017 Census of Retail Trade; Claritas Spotlight; Economic & Planning Systems

**Competitive Grocery Stores Sales Capture**

The retail sales flows for grocery stores and for warehouse clubs/supercenters was broken down in more detail to understand the current capture of retail sales for groceries in the trade area, which is shown in **Table 14**. The three grocery stores in the trade area receive a significant portion of their sales from residents of the trade area, which indicates that there is limited unmet demand currently in the trade area. The warehouse clubs/supercenters are estimated to receive about 30 percent of their sales from trade area residents. This rate of capture also does not indicate unmet demand.

**Table 14 Trade Area Competitive Grocery and Supercenters**

Store Category	Address	Store Square Feet	Estimated Store Sales	% of Est. Sales From TA Residents	Estimated Sales From TA Residents	% of TA Expenditure Potential
<b>Supermarket/Grocery Inventory</b>						
<b>Within Trade Area</b>						
King Soopers	1842 N College Ave	112,289	\$81,410,000	85%	\$69,198,500	41%
King Soopers	2602 S Timberline Rd	67,784	\$49,143,000	80%	\$39,314,400	23%
Sprouts	4345 Corbett Dr	24,288	\$17,609,000	85%	\$14,967,650	9%
Other			<u>\$3,580,000</u>	<u>80%</u>	<u>\$2,864,000</u>	<u>2%</u>
<b>Within Trade Area Total</b>			<b>\$151,742,000</b>	<b>83%</b>	<b>\$126,344,550</b>	<b>75%</b>
<b>Outside Trade Area</b>						
Outside Trade Area Total					<u>\$42,176,450</u>	<u>25%</u>
<b>Total Grocery Sales</b>					<b>\$168,521,000</b>	<b>100%</b>
<b>Warehouse Club/Supercenter Inventory</b>						
<b>Within Trade Area</b>						
Costco (Timnath)	4705 Weitzel St	157,686	\$110,000,000	25%	\$27,500,000	21%
Wal-Mart (Timnath)	4500 Weitzel St	191,538	\$85,000,000	25%	\$21,250,000	16%
Wal-Mart	1250 E Magnolia St	211,255	\$85,000,000	50%	\$42,075,000	32%
Super Target	2936 Council Tree Ave	175,631	<u>\$75,000,000</u>	<u>20%</u>	<u>\$15,000,000</u>	<u>11%</u>
<b>Total</b>			<b>\$355,000,000</b>	<b>30%</b>	<b>\$105,825,000</b>	<b>80%</b>
<b>Outside Trade Area</b>						
Outside Trade Area Total					<u>\$26,175,000</u>	<u>20%</u>
<b>Total Warehouse/Super Center Sales</b>					<b>\$132,000,000</b>	<b>100%</b>

Source: Economic & Planning Systems

### Retail Demand Potential

The estimated demand for new retail square feet in the trade area generated by new residents in the trade area from 2023 to 2038 is approximately 460,000 square feet, as shown in **Table 15**. The estimated growth in retail expenditure potential for the trade area is \$558 million. EPS estimates that new stores in the trade area can capture 40 percent of this growth expenditure potential. The remainder of expenditure potential is assumed to be captured by existing stores in the trade area or from stores outside the trade area. The Convenience Goods store category has the greatest potential to capture the demand generated by new residents. The estimated demand for Convenience Goods store space is 185,800 square feet. Demand for Supermarkets/Grocery stores is estimated to be 84,500 square feet.

**Table 15 Trade Area Estimated Retail Demand Potential, 2023-2038**

Store Type	Trade Area 2023 to 2038				
	Change in Exp. Potential (\$000s)	Trade Area Capture %	Estimated Demand (\$000s)	Sales per Square Foot	Estimated Demand Square Feet
<b>Total Personal Income (TPI)</b>	<b>\$1,122,228</b>				
<b>Convenience Goods</b>					
Supermarkets	\$81,666	75%	\$61,249	\$725	84,500
Convenience Stores (incl. Gas Stations)	\$32,968	75%	\$24,726	\$500	49,500
Specialty Food and Beer, Wine, & Liquor Stores	\$15,082	75%	\$11,311	\$500	22,600
Health and Personal Care	<u>\$19,450</u>	75%	<u>\$14,587</u>	<u>\$500</u>	<u>29,200</u>
<b>Total Convenience Goods</b>	<b>\$149,165</b>		<b>\$111,874</b>		<b>185,800</b>
<b>Shopper's Goods</b>					
<b>General Merchandise</b>					
Department Stores	\$5,698	25%	\$1,424	\$300	4,700
Warehouse Clubs & Supercenters, other GM	<u>\$64,073</u>	50%	<u>\$32,036</u>	<u>\$700</u>	<u>45,800</u>
<b>Subtotal</b>	<b>\$69,771</b>		<b>\$33,461</b>		<b>50,500</b>
<b>Other Shopper's Goods</b>					
Clothing & Accessories	\$22,100	25%	\$5,525	\$350	15,800
Furniture & Home Furnishings	\$14,083	25%	\$3,521	\$350	10,100
Electronics & Appliances	\$10,811	25%	\$2,703	\$350	7,700
Sporting Goods, Hobby, Book, & Music Stores	\$12,753	25%	\$3,188	\$350	9,100
Miscellaneous Retail	<u>\$17,524</u>	25%	<u>\$4,381</u>	<u>\$350</u>	<u>12,500</u>
<b>Subtotal</b>	<b>\$77,271</b>		<b>\$19,318</b>		<b>55,200</b>
<b>Total Shopper's Goods</b>	<b>\$294,084</b>		<b>\$52,779</b>		<b>105,700</b>
<b>Eating and Drinking</b>	<b>\$75,831</b>	50%	<b>\$37,915</b>	<b>\$400</b>	<b>94,800</b>
<b>Building Material &amp; Garden</b>	<b>\$38,421</b>	50%	<b>\$19,211</b>	<b>\$250</b>	<b>76,800</b>
<b>Total Retail Goods</b>	<b>\$557,501</b>	40%	<b>\$221,779</b>		<b>463,100</b>

Source: 2017 Census of Retail Trade; Claritas Spotlight; Economic & Planning Systems

A more detailed estimate of potential demand for a grocery store is provided in **Table 16**. The demand for two potential store formats was evaluated. A traditional store format is approximately 60,000 square feet in size and generates sales of between \$45 and \$50 million annually. A large store format, similar to the King Sooper Marketplace concept, is approximately 117,000 square feet in size and generates sales between \$70 and \$75 million annually.

Existing demand from the trade area through recapture of sales made outside the trade area (leakage) and increased inflow of sales from people in the trade area is estimated to be \$25 million, which is about half the required demand for a traditional format and a third of the demand for a large format store.

The demand from future residents spending at five-year increments was added to the existing demand to gauge when a new store may be in demand in the trade area. The estimated grocery sales in the trade area in five years (2028) is \$46 million, which is close to sufficient demand for a traditional format store. The demand for a large format store will likely require 10 or more years to be sufficient without an additional inflow of sales from households outside the trade area. The total demand after 15 years of housing growth is estimated to be \$87 million.

**Table 16 Potential Grocery Store Demand**

Store Type	Annual Sales	
	\$	%
<b>Potential Store Sales</b>		
Traditional Format	\$48,750,000	---
Large Format	\$73,800,000	---
<hr/>		
<b>Existing Demand</b>		
<b>Trade Area Leakage</b>		
Grocery	\$42,130,365	
% Capture of Leakage	25%	
Recaptured Grocery Sales	\$10,532,591	
General Merchandise	\$26,443,592	
% Capture of Leakage	25%	
Recaptured Gen. Merch. Sales	\$6,610,898	
Sales from Leakage	A	\$17,143,489 35%
New Inflow Sales	B	\$8,159,413 17%
<b>Existing Demand</b>	<b>A+B=C</b>	<b>\$25,302,903 52%</b>
<hr/>		
<b>Future Demand</b>		
<b>5 - Years</b>		
Expenditure Potential		\$27,221,860
Estimated Captured Sales	D	\$20,416,395
<b>Total Demand (Existing + Future)</b>	<b>C+D</b>	<b>\$45,719,298</b>
<b>10 - Years</b>		
Expenditure Potential		\$54,443,720
Estimated Captured Sales	E	\$40,832,790
<b>Total Demand (Existing + Future)</b>	<b>C+E</b>	<b>\$66,135,693</b>
<b>15 - Years</b>		
Expenditure Potential		\$81,665,580
Estimated Captured Sales	F	\$61,249,185
<b>Total Demand (Existing + Future)</b>	<b>C+F</b>	<b>\$86,552,088</b>

Source: Economic & Planning Systems

## Site Evaluation

This section provides an overview of the Peakview site and its attributes that may be supportive of retail and grocery stores.

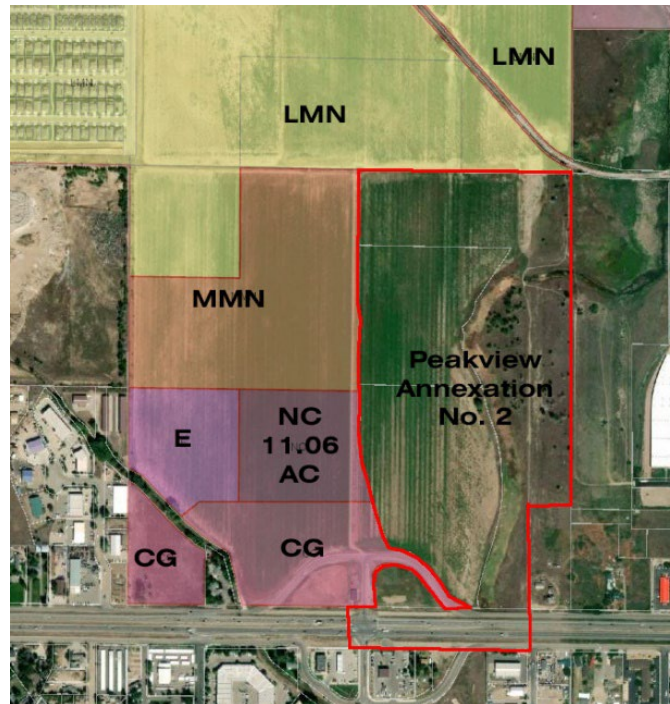
### Site Overview

The Peakview site is located on the north side of Mulberry Road (State Highway 14) about a half mile to the west of I-25. The site is accessed off a future signalized intersection at Mulberry Road and a planned arterial road, Greenfields Street. Greenfields is planned to connect to Suniga Street to the north providing north/south access to the site. Greenfields divides the recently annexed planned development being constructed by Hartford Homes on the west side of Greenfields. The

Peakview site is on the east side of Greenfields and is approximately 80 acres, as shown in **Figure 6**. The site is bisected by the Copper Slough drainage way, which significantly impacts the amount of developable land on the site. The area on the west side of the slough that is developable is estimated to be approximately 35 acres.

The Developers proposed zoning for the site upon annexation is shown in **Figure 7**. The Developer's plan is to have the northern half of the property be zoned MMN, which calls for medium density residential uses. The southern half, west of the slough is planned for general commercial, which allows for a variety of retail and commercial uses and multifamily residential. The CityPlan designation for the site to be a mix of Neighborhood Mixed-Use and Mixed Neighborhood. Neighborhood Mixed-Use calls for a principal land use of a grocery store or other neighborhood-oriented anchor such as a drug store. Supporting land uses include retail, professional office, and other commercial services. The Mixed Neighborhood designation calls for a diversity of housing types to be built.

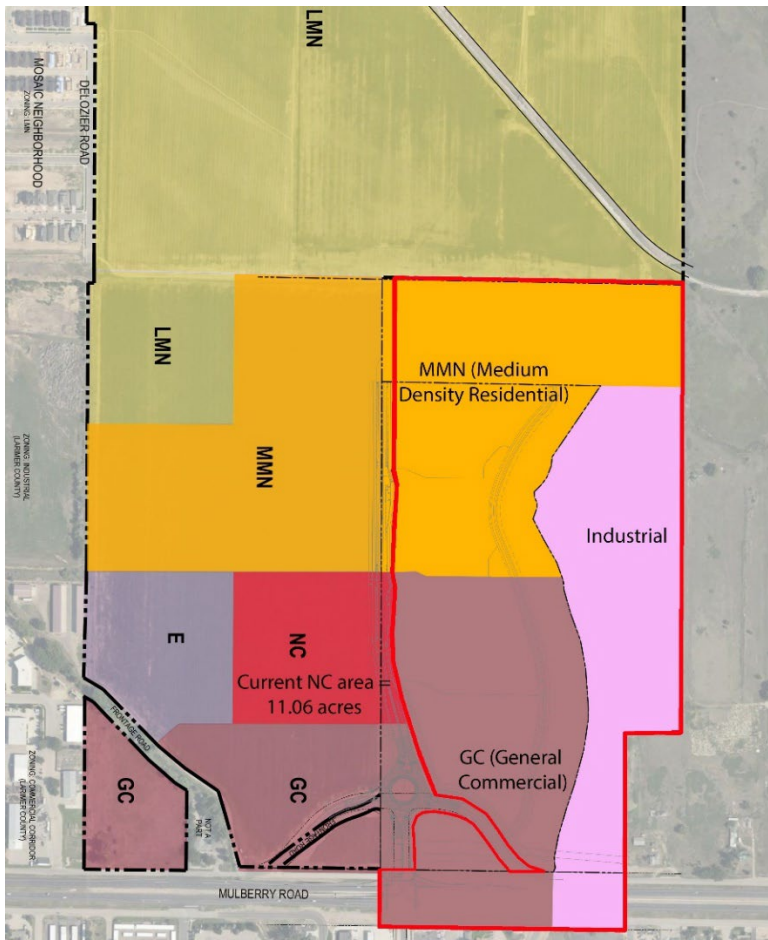
**Figure 6 Peakview Annexation Boundary**



The recently annexed Hartford homes development that borders Peakview to the west has a mixture of zoning designations that were approved. The site has an 11-acre neighborhood center area along Greenfields, with general commercial zoning along Mulberry, employment to the west of the neighborhood center and residential districts approved to the north.

Based on input from the East Mulberry Street Corridor Plan effort and the CityPlan Structure Map, the City of Fort Collins wants to preserve the opportunity for a grocery store(s) along Mulberry to support current and future resident needs. The Developer does not feel there is sufficient demand for additional land to be zoned neighborhood commercial, which would necessitate attraction of a grocery or pharmacy anchor store. A grocery store that can be attracted to this area would fit within the neighborhood center district in the Hartford Homes development. Instead, the developer is asking for general commercial zoning, which is more permissive. The City’s concern is that the developer will use most of the land zoned for general commercial for multifamily housing, which will diminish the opportunity for retail uses to locate in the area.

**Figure 7 Peakview Annexation Proposed Zoning**



### Comparable Grocery Store Site Requirements

EPS evaluated the site requirements and building sizes for the recently developed King Sooper stores along the front range of Colorado. King Soopers stores, both developed in the recent past by the parent Kroger Corporation or the partner Dillon Companies, in Colorado have primarily been the larger format Marketplace concept. These stores are typically 120,000 to 125,000 square feet in size, as shown in **Table 17**. The one exception is a 79,000 square foot store that was part the redevelopment of an existing store in Aurora at Parker Road and I-225. The larger format Marketplace concepts are located in mixed use or larger retail centers with an average size of 24 acres. The average individual store parcel size for the Marketplaces has been 11.5 acres, which includes the store and its parking fields and sometimes the associated gas station.

**Table 17 Recently Built/Planned King Sooper Grocery Stores**

City	Location	Store Size	Total Development Size (acres)	Store Parcel (acres)
Arvada	Indiana and Candelas Pkwy	123,000	22.0	14.0
Thornton	Quebec and 136th Ave	123,000	14.0	11.5
Aurora	Parker Road and I-225	79,000	22.0	6.5
Lone Tree	RidgeGate Parkway	123,000	40.0	---
Greeley	W 10th Street and 71st Avenue	120,536	19.0	11.4
Fountain	Mesa Ridge Pkwy and Syracuse St	123,000	21.0	11.2
Erie	Sheridan and CO Highway 7	125,000	30.0	14.3
<b>Average</b>		<b>116,648</b>	<b>24.0</b>	<b>11.5</b>

Source: Economic & Planning Systems

## Findings

Planning for and requiring commercially zoned land around the intersection of Greenfields and Mulberry Street creates the opportunity to capture the estimated retail demand. Two major considerations were identified to provide input to the proposed zoning plan for the Peakview site.

### ***What is demand for grocery stores along Mulberry Street and over what time frame?***

- EPS believes that there is likely only demand for one grocery store along Mulberry Street over the next 10 to 15 years. There will be demand for additional commercial and retail space that will be attracted by a grocery store if it is located along Greenfields. The potential demand will also be impacted by the Montava development to the north that is also planning for a grocery store component for its project.

### ***Is the land designated for grocery uses along Mulberry Street sufficient enough to accommodate future demand?***

- EPS believes that the site within the Hartford Homes project zoned for neighborhood center is sufficient enough to accommodate a grocery store. The surrounding land zoned general commercial in the Hartford Homes development and proposed in the Peakview Annexation is also sufficient to accommodate the supporting retail uses that can be attracted to the site. However, if the general commercial land designated in the Hartford Homes and/or Peakview project is used primarily for multifamily residential, the opportunity to accommodate supporting inline retail and other retail uses at the intersection is limited and greatly impacted. Also, the attractiveness of developing a grocery store may be diminished for a developer without space to locate support retail pads and inline space.

# MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



## Planning & Zoning Commission REGULAR MEETING

April 16, 2026 – 6:00 PM

Council Chambers, City Hall 300 Laporte Ave

Also via Zoom

### CALL TO ORDER: 6:00 PM

### ROLL CALL

- Board Members Present – Adam Sass (Chair), Russell Connelly (Vice Chair), Shirley Peel, York, Trevor Sheeley, Julie Stackhouse, Kent Bruxvoort (arrived late)
- Board Members Absent – None
- Staff Members Present – Frickey, Kidwell, Myler, Yatabe, Kleer, Winslow

### AGENDA REVIEW

Clay Frickey, Planning Manager, provided a review of the agenda.

### PUBLIC PARTICIPATION

None.

### CONSENT AGENDA

#### 1. CONSIDERATION AND APPROVAL OF THE MINUTES OF MARCH 25, 2026

The purpose of this item is to approve the minutes from the March 25, 2026 meeting of the Planning and Zoning Commission.

***Commissioner York made a motion, seconded by Commissioner Peel, to approve the Consent Agenda. Yeas: Connelly, Sheeley, York, Peel, Stackhouse and Sass. Nays: None.***

***THE MOTION CARRIED.***

### DISCUSSION AGENDA

#### 2. PEAKVIEW ANNEXATION NO. 2 – ANX230001

**DESCRIPTION:**

This is a request for annexation and zoning for parcel #s 8709305001, 8709305002, 8709305003, 8709305004, 8709305005, 8709306003, and 8709000044 located generally at the northeast corner of E Mulberry St and Greenfields Dr

within the East Mulberry Corridor. The area is currently undeveloped but includes an existing development plan that was approved by Larimer County (Peakview P.L.D. 05-S2523). The Planning and Zoning Commission will make a zoning recommendation to City Council, which is the final decision maker for both the annexation and zoning.

**STAFF:** Kai Kleer, Sr City Planner

**APPLICANT:** Troy Jones  
MTA Planning & Architecture  
2826 Sitting Bull Way  
Fort Collins, CO

**PROPERTY OWNER:** Valley 14, LLC & Cooper Slough Hunting Club, LLC  
PO Box 930  
Fort Collins, CO 80522

### Staff Overview

Kai Kleer, City Planner, stated this is a 100% voluntary annexation request for 70 acres of property within the East Mulberry corridor. Kleer noted staff is recommending conditional zoning of General Commercial due to its inconsistency with the framework plan in the East Mulberry corridor, as well as Industrial and Medium-Density Mixed-Use zoning. He noted the Commission will be providing a recommendation to City Council and he outlined the review requirements.

Kleer provided aerial imagery of the property and discussed the surrounding area. He also discussed the East Mulberry Plan and study regarding the recommendation for a grocery store to be located in the area. He noted Natural Areas is interested in annexing the Natural Areas in the area and outlined annexation thresholds along East Mulberry. He also discussed the floodplain boundaries that are surrounding the subject property.

Kleer noted the property includes a 40-acre development plan that was approved in Larimer County in 2022. The Peakview PLD platted five different lots to be used for future commercial and residential development. Additionally, the PLD includes a 100–150-foot natural habitat buffer zone in an out lot and a 50-foot trail easement for a regional trail connection. Kleer also stated any future development application would need to go through the corresponding approval process if the property is annexed.

### Applicant Presentation

Troy Jones, consulting land planner, noted his client was reluctant to house the grocery store on his property and he commented on the independent consultant's market study regarding the possibility of a grocery store in the area.

*(\*\*Secretary's Note: Commissioner Bruxvoort arrived at this point in the meeting.)*

## Staff Analysis

Kleer stated one community priority for the East Mulberry corridor is a grocery store and noted the East Mulberry Corridor Plan reaffirmed an original market study which indicated that a 20-acre Neighborhood Commercial site would be necessary for a grocery store. Kleer discussed the character areas that were outlined in the East Mulberry Corridor Plan and noted staff found that both the General Commercial zone district and Medium-Density Mixed-Use Neighborhood zone district are consistent with the visionary principles of the character areas.

Kleer discussed the East Mulberry Corridor Plan framework map and detailed the Neighborhood Commercial zone district standards and allowed uses. He discussed the market analysis report findings which indicated that no grocery store is supported today, though it could be supported in five to ten years with a linear growth model showing population projections of surrounding developments such as Montava, Bloom, and areas to the south.

Kleer stated staff's finding is that the proposed zoning amendment would be compatible and consistent with existing and surrounding land uses as it extends the zoning boundaries from Bloom into the site. Additionally, he stated staff found the zoning amendment would not cause any greater adverse impacts to the natural environment considering the existing constraints on the site today. Kleer noted staff found the zoning amendment would result in a logical and orderly development pattern.

Kleer summarized the proposed conditions relating to a five-year timing restriction around residential use and community character and functional integration. He stated staff is recommending conditional approval of the annexation and placement in the residential sign district.

## Commission Questions

Commissioner Peel asked if the market analysis indicating the need for a grocery store is based on five years from now. Kleer replied the analysis was completed in 2023, so the assumption would have been five years from then.

Commissioner Peel asked if there have been discussions about a grocery store going into the Bloom development. Kleer replied that Hartford Homes has indicated there has been light interest in a grocer for the location, though there are no certainties.

Commissioner Peel asked about the five-year timing restriction. Kleer replied it was based on the market analysis report which indicated a five-to-ten-year timeframe for a grocer.

Frickey clarified that the market analysis was actually completed in 2024.

Chair Sass noted the annexation area is larger than the lots identified in the PLD and asked if there are any pre-existing overlaid vested rights in the area not platted as lots. Kleer replied in the negative and stated it is unplatted land.

Chair Sass asked if the Prospect and I-25 intersection is within the mile and a half radius of the site. Frickey replied in the affirmative.

Chair Sass asked if the entirety of lots three and four will be in the General Commercial zone. Frickey replied in the affirmative and noted the intent was to continue the zone district in line with Donella Court.

Vice Chair Connelly asked when the five-year clock for the moratorium on residential within the General Commercial area would begin. Kleer replied it would begin from the effective date of the annexation.

## Public Participation

Robert Slate, 726 Sherry Drive, noted the majority of the land to the east of this site is a City Natural Area that is not developable as it is in the floodplain. He expressed support for the annexation and zoning but stated development should not move forward until the Cooper Slough floodplain concerns are addressed, including the box culverts under Highway 14 and those following the north side of Highway 14 from the motels to Cooper Slough.

## Staff Response

Kleer noted the floodplain issues in the area are well known and stated the floodplain is studied closely. He noted the area is part of the Upper Cooper Slough drainage basin which has a list of improvements that are needed starting from the subject property and going north to the Rawhide Power Plant. He stated any development on the property would be required to construct the culvert prior to any other construction. He noted there is currently a project to improve the interchange that is being scoped in Engineering which would reach this location and construct new culverts under Highway 14 as well, though there is no timeframe for that project.

## Commission Questions

Chair Sass asked why the section in the southeast corner of the site was not considered for annexation. Mr. Jones replied that section is not owned by the applicant.

## Commission Deliberation

Commissioner York expressed support for the annexation stating it is a logical next piece of property in the area to be annexed.

Chair Sass concurred and noted stormwater issues will be addressed at the time of development proposals.

Commissioner Stackhouse also concurred and stated the conditions represent a reasonable compromise. She also noted the issue of flooding will likely come to a head as the City starts to look at involuntary annexation.

Commissioner Sheeley stated he is confident that when the property is ultimately developed, the flooding issues will be handled appropriately.

Commissioner Peel stated she was somewhat hesitant regarding the change to Commercial zoning, though she believes staff did a good job of balancing the needs of the applicant, community, and pattern of growth.

Chair Sass stated that while it is difficult to get to a grocery store from that area of town, the City cannot force a grocery store to locate on East Mulberry. He stated he would not want to stifle development along one of the city's major corridors because it wants a grocery store. He stated that he does believe the need for the store will be there eventually.

***Commissioner Stackhouse made a motion, seconded by Commissioner Peel, that the Fort Collins Planning and Zoning Commission recommend that the City Council approve the Peakview Annexation No. 2, ANX230001, with the requested zoning and the two recommended conditions on the area to be zoned General Commercial, and placement of the zoned areas within the residential neighborhood sign district. The Commission finds that, regarding the annexation, the Land Use Code and Colorado Statutory requirements for annexation have been met, and regarding the zoning, the proposed Medium-Density Mixed-Use Neighborhood and***

**Industrial zoning are in general alignment with the Structure Plan map which is part of Cit**  
**The proposed General Commercial zoning, in consideration of the two recommended conditions, is warranted by changed conditions within the neighborhood surrounding and including the property, and the zoning is compatible with the existing and proposed surrounding uses. This decision is based on the agenda materials, information presented during the work session and this hearing, and Commission discussion. The Commission adopts the information, analysis, findings of fact, and conclusions contained in staff report included in the hearing agenda materials. Yeas: Connelly, Stackhouse, Sheeley, York, Peel, Bruxvoort, and Sass. Nays: none.**

**THE MOTION CARRIED.**

## **OTHER BUSINESS**

Frickey welcomed Commissioner Sheeley to the Commission.

## **ADJOURNMENT**

a. 7:10 PM

*Minutes respectfully submitted by Krista Kidwell*

Minutes approved by the Chair and a vote of the Commission on 5/21/26

ORDINANCE NO. 061, 2026  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AMENDING THE ZONING MAP OF THE CITY OF FORT  
COLLINS AND CLASSIFYING FOR ZONING PURPOSES THE  
PROPERTY INCLUDED IN THE PEAKVIEW ANNEXATION NO. 2  
TO THE CITY OF FORT COLLINS, COLORADO, AND  
APPROVING CORRESPONDING CHANGES TO THE  
RESIDENTIAL NEIGHBORHOOD SIGN DISTRICT MAP AND  
LIGHTING CONTEXT AREA MAP

A. On June 2, 2026, City Council adopted on second reading Ordinance No. 060, 2026, annexing to the City of Fort Collins the property known as the Peakview Annexation No. 2 (the "Property").

B. Division 6.1.1 of the Land Use Code of the City of Fort Collins establishes the Zoning Map and Zone Districts of the City.

C. Division 6.25.1 of the Land Use Code of the City of Fort Collins establishes procedures and criteria for reviewing the zoning of land.

D. Pursuant to Land Use Code Sections 6.10.3 and 6.25.2, the City Planning and Zoning Commission (the "Commission"), at its meeting on April 16, 2026, unanimously on a 7-0 vote recommended zoning the Property as Medium Density Mixed-Use Neighborhood Zone District ("MMN"), Industrial Zone District ("I"), and General Commercial Zone District ("GC") as more particularly described below. The Commission found that the proposed MMN and I zonings are consistent with the City's Comprehensive Plan. The Commission also found that the GC zoning, in consideration of the two conditions of approval set forth in Section 4 of this Ordinance, is warranted by changed conditions within the neighborhood surrounding and including the Property. The Commission also unanimously recommended that the Property be placed in the Residential Neighborhood Sign District pursuant to Land Use Code Section 5.16.1 and the LC2 Lighting Context Area pursuant to Land Use Code Section 5.12.1(H).

E. City Council has determined that the proposed MMN and I zonings of the Property are consistent with the City's Comprehensive Plan, and that the proposed GC zoning of the Property, in consideration of the two conditions of approval set forth in Section 4 of this Ordinance, is warranted by changed conditions within the neighborhood surrounding and including the Property.

F. In accordance with the foregoing, City Council has considered the zonings of the Property as described below, finds it to be in the best interests of the City, and has determined that the Property should be zoned as hereafter provided.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. The Zoning Map of the City of Fort Collins adopted pursuant to Section 6.1.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including the following portion of the Property in the MMN as more particularly described as:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "LS 23503" AT THE WEST END AND A 2-1/2" ALUMINUM CAP STAMPED "LS 22573" AT THE EAST END, SAID LINE BEING ASSUMED TO BEAR S89°11'21"E.

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, S00°10'34"W A DISTANCE OF 480.06 FEET;

THENCE DEPARTING SAID EAST LINE, THE FOLLOWING TEN (10) COURSES;

1. S71°25'00"W A DISTANCE OF 118.86 FEET;
2. S63°34'21"W A DISTANCE OF 363.65 FEET;
3. S47°12'26"W A DISTANCE OF 130.16 FEET;
4. S21°48'49"W A DISTANCE OF 164.88 FEET;
5. S02°05'39"W A DISTANCE OF 106.31 FEET;
6. S26°55'40"E A DISTANCE OF 223.52 FEET;
7. S20°31'33"E A DISTANCE OF 67.57 FEET;
8. N89°48'33"W A DISTANCE OF 651.11 FEET;
9. N66°38'48"W A DISTANCE OF 54.36 FEET;
10. N89°45'41"W A DISTANCE OF 109.65 FEET, TO THE NORTHWEST CORNER OF LOT 3, PARKVIEW P.L.D. 05-S2523, AS RECORDED UNDER RECEPTION NO. 20220059051, ALSO BEING THE SOUTHWEST CORNER OF LOT 4, PARKVIEW P.L.D. 05-S2523, ALSO BEING A POINT OF NON-TANGENT CURVE;

THENCE WITH THE WESTERLY LINE OF SAID LOT 4, THE FOLLOWING NINE (9) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N86°08'26"E, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 04°05'53" AND AN ARC LENGTH OF 6.01 FEET, TO A POINT OF TANGENT;
2. N00°14'19"E A DISTANCE OF 182.11 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 06°41'42" AND AN ARC LENGTH OF 15.66 FEET, TO A POINT OF TANGENT;
4. N06°56'01"E A DISTANCE OF 85.38 FEET, TO A POINT OF CURVE;
5. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 06°41'42" AND AN ARC LENGTH OF 19.40 FEET, TO A POINT OF TANGENT;
6. N00°14'19"E A DISTANCE OF 75.11 FEET, TO A POINT OF CURVE;
7. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE OF 11°15'25" AND AN ARC LENGTH OF 22.79 FEET, TO A POINT OF TANGENT;
8. N11°01'07" W A DISTANCE OF 41.76 FEET, TO A POINT OF CURVE;
9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 11°15'25" AND AN ARC LENGTH OF 16.50 FEET, TO A POINT OF TANGENT ON THE WESTERLY LINE OF LOT 5, PEAKVIEW P.L.D. 05-S2523;

THENCE WITH SAID WESTERLY LINE, N00°14'19"E A DISTANCE OF 827.07 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ON SAID NORTH LINE, S88°55'11"E A DISTANCE OF 1,281.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,284,495 SQUARE FEET OR 29.4879 ACRES.

Section 2. The Zoning Map of the City of Fort Collins adopted pursuant to Section 6.1.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including the following portion of the Property in the I as more particularly described as:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "LS 23503" AT

THE WEST END AND A 2-1/2" ALUMINUM CAP STAMPED "LS 22573" AT THE EAST END, SAID LINE BEING ASSUMED TO BEAR S89°11'21"E.

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, S00°10'34"W A DISTANCE OF 480.06 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID EAST LINE, S00°10'34"W, A DISTANCE OF 1343.92 FEET;

THENCE DEPARTING SAID EAST LINE, THE FOLLOWING NINE (9) COURSES:

1. N88°52'10"W A DISTANCE OF 327.17 FEET;
2. N06°20'02"W A DISTANCE OF 208.74 FEET;
3. N20°31'33"W A DISTANCE OF 409.22 FEET;
4. N26°55'40"W A DISTANCE OF 223.52 FEET;
5. N02°05'39"E A DISTANCE OF 106.31 FEET;
6. N21°48'49"E A DISTANCE OF 164.88 FEET;
7. N47°12'26"E A DISTANCE OF 130.16 FEET;
8. N63°34'21"E A DISTANCE OF 363.65 FEET;
9. N71°25'00"E A DISTANCE OF 118.86 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 581,492 SQUARE FEET OR 13.3492 ACRES.

Section 3. The Zoning Map of the City of Fort Collins adopted pursuant to Section 6.1.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including the following portion of the Property in the CG as more particularly described as:

TWO PARCELS OF LAND LOCATED IN THE EAST HALF OF SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "LS 23503" AT THE WEST END AND A 2-1/2" ALUMINUM CAP STAMPED "LS 22573" AT THE EAST END, SAID LINE BEING ASSUMED TO BEAR S89°11'21"E.

## PARCEL 1:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, S00°10'34"W A DISTANCE OF 1823.98 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ON THE SAID EAST LINE, S00°10'34"W A DISTANCE OF 154.20 FEET, TO THE NORTHEAST CORNER OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 97039686 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER;

THENCE ON THE NORTHERLY LINE OF SAID PROPERTY, N89°11'21"W A DISTANCE OF 250.00 FEET, TO THE NORTHWEST CORNER OF SAID PROPERTY;

THENCE ON THE WESTERLY LINE OF SAID PROPERTY, S00°10'34"W A DISTANCE OF 620.00 FEET, TO THE SOUTHWEST CORNER OF SAID PROPERTY, ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MULBERRY STREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 341.48 FEET, TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWENTY-EIGHT (28) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N06°19'53"E, HAVING A RADIUS OF 217.00 FEET, A CENTRAL ANGLE OF 48°41'45" AND AN ARC LENGTH OF 184.43 FEET, TO A POINT OF TANGENT;
2. N34°58'22"W A DISTANCE OF 155.19 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF 25°29'51" AND AN ARC LENGTH OF 125.94 FEET, TO A POINT OF REVERSE CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 09°31'31" AND AN ARC LENGTH OF 3.32 FEET, TO A POINT OF TANGENT;
5. N50°56'41"W A DISTANCE OF 28.81 FEET, TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 17°32'15" AND AN ARC LENGTH OF 8.88 FEET, TO A POINT OF COMPOUND CURVE;
7. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 291.00 FEET, A CENTRAL ANGLE OF 09°27'22" AND AN ARC LENGTH OF 48.03 FEET, TO A POINT OF COMPOUND CURVE;

8. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 541.00 FEET, A CENTRAL ANGLE OF 05°46'51" AND AN ARC LENGTH OF 54.58 FEET, TO A POINT OF REVERSE CURVE;
9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 49.00 FEET, A CENTRAL ANGLE OF 62°31'40" AND AN ARC LENGTH OF 53.47 FEET, TO A POINT OF TANGENT;
10. N21°11'28"W A DISTANCE OF 91.99 FEET, TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 179.00 FEET, A CENTRAL ANGLE OF 01°22'20" AND AN ARC LENGTH OF 4.29 FEET, TO A POINT OF TANGENT;
12. N19°49'08"W A DISTANCE OF 108.53 FEET, TO A POINT OF CURVE;
13. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 129.00 FEET, A CENTRAL ANGLE OF 08°04'32" AND AN ARC LENGTH OF 18.18 FEET, TO A POINT OF REVERSE CURVE;
14. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 03°07'00" AND AN ARC LENGTH OF 1.09 FEET, TO A POINT OF TANGENT;
15. N14°51'36"W A DISTANCE OF 84.36 FEET;
16. N13°42'52"W A DISTANCE OF 50.01 FEET;
17. N14°51'36"W A DISTANCE OF 50.10 FEET, TO A POINT OF NON-TANGENT CURVE;
18. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S75°31'34"W, HAVING A RADIUS OF 108.19 FEET, A CENTRAL ANGLE OF 10°37'19" AND AN ARC LENGTH OF 20.06 FEET, TO A POINT OF NON-TANGENT;
19. N24°42'34"W A DISTANCE OF 43.84 FEET, TO A POINT OF CURVE;
20. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 11°47'15" AND AN ARC LENGTH OF 17.28 FEET, TO A POINT OF COMPOUND CURVE;
21. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,033.00 FEET, A CENTRAL ANGLE OF 09°59'32" AND AN ARC LENGTH OF 180.15 FEET, TO A POINT OF COMPOUND CURVE;
22. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 09°33'20" AND AN ARC LENGTH OF 22.35 FEET, TO A POINT OF TANGENT;
23. N06°37'34"E A DISTANCE OF 78.77 FEET, TO A POINT OF CURVE;
24. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 06°23'15" AND AN ARC LENGTH OF 18.51 FEET, TO A POINT OF TANGENT;
25. N00°14'19"E A DISTANCE OF 102.11 FEET, TO A POINT OF CURVE;
26. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE OF 09°54'53" AND AN ARC LENGTH OF 20.07 FEET, TO A POINT OF TANGENT;
27. N09°40'35"W A DISTANCE OF 52.35 FEET, TO A POINT OF CURVE;
28. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 05°49'01" AND AN ARC LENGTH OF 8.53 FEET, TO

THE NORTHWEST CORNER OF LOT 3, PARKVIEW P.L.D. 05-S2523, AS RECORDED UNDER RECEPTION NO. 20220059051, ALSO BEING THE SOUTHWEST CORNER OF LOT 4, PARKVIEW P.L.D. 05-S2523;

THENCE WITH THE NORTHERLY LINE OF SAID LOT 3, ALSO BEING THE SOUTHERLY LINE OF SAID LOT 4, AND THEIR EXTENSIONS, THE FOLLOWING THREE (3) COURSES:

1. S89°45'41"E A DISTANCE OF 109.65 FEET;
2. S66°38'48"E A DISTANCE OF 54.36 FEET;
3. S89°48'33"E A DISTANCE OF 651.11 FEET;

THENCE THE FOLLOWING THREE (3) COURSES:

1. S20°31'33"E A DISTANCE OF 341.65 FEET;
2. S06°20'02"E A DISTANCE OF 208.74 FEET;
3. S88°52'10"E A DISTANCE OF 327.17 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 1,092,233 SQUARE FEET OR 25.0742 ACRES.

PARCEL 2:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT 1, BEING LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MULBERRY STREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 161.99 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N89°11'21"W A DISTANCE OF 417.78 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIXTEEN (16) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N61°24'47"E, HAVING A RADIUS OF 30.51 FEET, A CENTRAL ANGLE OF 28°12'43" AND AN ARC LENGTH OF 15.02 FEET, TO A POINT OF NON-TANGENT;
2. N00°14'19"E A DISTANCE OF 11.14 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 517.00 FEET, A CENTRAL ANGLE OF 05°14'12" AND AN ARC LENGTH OF 47.25 FEET, TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N85°08'49"E, HAVING A RADIUS OF 10.12 FEET, A CENTRAL ANGLE OF

- 38°04'04" AND AN ARC LENGTH OF 6.73 FEET, TO A POINT OF NON-TANGENT CURVE;
5. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N60°14'45"W, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 35°00'00" AND AN ARC LENGTH OF 6.11 FEET, TO A POINT OF TANGENT;
  6. N05°14'45"W A DISTANCE OF 94.32 FEET, TO A POINT OF CURVE;
  7. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 79.00 FEET, A CENTRAL ANGLE OF 50°07'19" AND AN ARC LENGTH OF 69.11 FEET, TO A POINT OF COMPOUND CURVE;
  8. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 43°02'58" AND AN ARC LENGTH OF 40.57 FEET, TO A POINT OF COMPOUND CURVE;
  9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 409.00 FEET, A CENTRAL ANGLE OF 17°14'40" AND AN ARC LENGTH OF 123.10 FEET, TO A POINT OF COMPOUND CURVE;
  10. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 189.00 FEET, A CENTRAL ANGLE OF 15°18'19" AND AN ARC LENGTH OF 50.49 FEET, TO A POINT OF REVERSE CURVE;
  11. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 07°34'05" AND AN ARC LENGTH OF 3.83 FEET, TO A POINT OF TANGENT;
  12. S67°05'34"E A DISTANCE OF 29.69 FEET, TO A POINT OF CURVE;
  13. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 19°54'23" AND AN ARC LENGTH OF 6.95 FEET, TO A POINT OF COMPOUND CURVE;
  14. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 217.00 FEET, A CENTRAL ANGLE OF 12°12'50" AND AN ARC LENGTH OF 46.26 FEET, TO A POINT OF TANGENT;
  15. 1S34°58'22"E A DISTANCE OF 155.19 FEET, TO A POINT OF CURVE;
  16. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF 13°57'58" AND AN ARC LENGTH OF 68.98 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 80,517 SQUARE FEET OR 1.8484 ACRES.

Section 4. City Council imposes the following two conditions of approval on the CG zoning described in Section 3 pursuant to Land Use Code Section 6.25.4(l):

Condition 1: Residential Use and Timing Restriction. Within the CG zoning in Peakview Annexation No. 2, purely residential uses are not allowed for a period of five (5) years from the date of annexation approval, or until a grocer between approximately 10,000 and 70,000 square feet is under construction within a 1.5-mile radius of the subject property, whichever occurs first. This restriction applies to purely residential buildings only and does not apply to mixed-use buildings.

Condition 2: Community Character and Functional Integration. The areas designated as General Commercial zoning shall be designed to contribute to a cohesive, continuous, visually integrated, and functionally linked development pattern with the Mulberry and Greenfields Planned Unit Development (PUD) commercial core and the surrounding areas zoned as Medium Density Mixed-Use Neighborhood. Integration shall be achieved through compatible street and sidewalk layouts, building siting, architectural character, and overall site design.

Section 5. The Sign District Map adopted pursuant to Section 5.16.1(M) of the Land Use Code of the City of Fort Collins is hereby changed and amended by showing that the Property described herein is included in the Residential Neighborhood Sign District.

Section 6. The Lighting Context Area Map adopted pursuant to Section 5.12.1(H) of the Land Use Code of the City of Fort Collins is hereby changed and amended by showing that the Property be included in the LC2 Lighting Context Area.

Section 7. The City Manager is hereby authorized and directed to amend said Zoning Map in accordance with this Ordinance.

Introduced, considered favorably on first reading on May 19, 2026, and approved on second reading for final passage on June 2, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 12, 2026  
Approving Attorney: Brad Yatabe

Exhibit: None

**File Attachments for Item:**

**13. Items Relating to Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project.**

A. Second Reading of Ordinance No. 052, 2026, Appropriating Prior Year Reserves and Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project and Related Art in Public Places.

B. Resolution 2026-072 Authorizing the Execution of an Intergovernmental Grant Agreement Between the City of Fort Collins and the State of Colorado Nonattainment Area Air Pollution Mitigation Enterprise (NAAPME) for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project.

C. Resolution 2026-073 Authorizing the Execution of an Amendment to an Intergovernmental Agreement Between the City of Fort Collins, Larimer County, and the Colorado Department of Transportation for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project.

Ordinance No. 052, 2026, unanimously adopted on First Reading on May 5, 2026, appropriates federal, State of Colorado Nonattainment Air Pollution Mitigation Enterprise (NAAPME), Colorado Department of Transportation (CDOT), and local funds for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Pproject (Project). The funds will be used to complete design and construction of transportation improvements along Taft Hill Road, between Horsetooth Road and Brixton Road. These improvements will create safer conditions for pedestrians, cyclists, and motorists traveling the corridor.

The two resolutions authorize the City to receive and expend the funding appropriated in Ordinance No. 052, 2026. One resolution will authorize an intergovernmental grant agreement with NAAPME, and the second resolution will authorize an amendment to an intergovernmental agreement with CDOT and Larimer County.

May 19, 2026

# AGENDA ITEM SUMMARY

City Council



## STAFF

Florian Fiebig, Project Manager  
Dana Hornkohl, Capital Projects Manager

## SUBJECT

**Items Relating to Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project.**

## EXECUTIVE SUMMARY

A. Second Reading of Ordinance No. 052, 2026, Appropriating Prior Year Reserves and Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project and Related Art in Public Places.

B. Resolution 2026-072 Authorizing the Execution of an Intergovernmental Grant Agreement Between the City of Fort Collins and the State of Colorado Nonattainment Area Air Pollution Mitigation Enterprise (NAAPME) for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project.

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Ordinance No. 052, 2026, unanimously adopted on First Reading on May 5, 2026, appropriates federal, State of Colorado Nonattainment Air Pollution Mitigation Enterprise (NAAPME), Colorado Department of Transportation (CDOT), and local funds for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project (Project). The funds will be used to complete design and construction of transportation improvements along Taft Hill Road, between Horsetooth Road and Brixton Road. These improvements will create safer conditions for pedestrians, cyclists, and motorists traveling the corridor.

The two resolutions authorize the City to receive and expend the funding appropriated in Ordinance No. 052, 2026. One resolution will authorize an intergovernmental grant agreement with NAAPME, and the second resolution will authorize an amendment to an intergovernmental agreement with CDOT and Larimer County.

## STAFF RECOMMENDATION

Staff recommends adoption of the Resolutions and Ordinance on Second Reading.

## FIRST READING BACKGROUND / DISCUSSION

The Project will make improvements to the Taft Hill Road Corridor between Horsetooth Road and Brixton Road (Taft Hill Corridor Improvements Project Location Map attachment). If approved, this item will:

- 1) appropriate \$539,864 of NAAPME Community Clean Transportation Assistance Program (CCTAP) grant funds for the Project;
- 2) appropriate \$1,251,287 of Multimodal Transportation and Mitigation Options Fund (MMOF) grant funds to the Project;
- 3) appropriate an additional \$163,902 of Surface Transportation Block Grant (STBG) Program grant funds to the Project;
- 4) appropriate \$107,057 of Carbon Reduction Program (CRP) grant funds to the Project;
- 5) appropriate \$250,000 of Highway Improvement Program (HIP) grant funds to the Project;
- 6) appropriate \$358,196 of Transportation Services Reserve Funds (TSRF) to the Project;
- 7) appropriate \$1,844,347 of Larimer County Regional Road Fees (LCRRF) to the Project;
- 8) transfer \$250,000 of Community Capital Improvement Program – Arterial Intersection Improvements (CCIP-All) funds to the Project;
- 9) transfer \$100,000 of Community Capital Improvement Program – Bicycle Infrastructure Improvements (CCIP-BII) funds to the Project;
- 10) transfer \$200,000 of Community Capital Improvement Program – Pedestrian Sidewalk (CCIP-PS) funds to the Project; and
- 11) transfer \$21,807 (1% of the eligible funds) in capital project funds to the Art in Public Places (APP) program;
- 12) authorize the City Manager to execute an intergovernmental agreement (IGA) for the Project with NAAPME; and
- 13) authorize the City Manager to execute an IGA amendment for the Project with CDPT and Larimer County.

This is a joint project between the City and Larimer County and lies in the Fort Collins Growth Management Area (GMA). Work began on the project in 2018 and originally included improvements between Horsetooth Road and Harmony Road. The Project scope has been expanded twice: 1) extended the improvements to Brixton Road (2020), and 2) included recommended Active Modes Plan (AMP) improvements (2022). The City's Master Street Plan calls for this section of Taft Hill Road to be a four-lane arterial. The Project will improve this corridor to meet Larimer County Urban Area Street Standards (LCUASS). The AMP improvements include separated bike lanes and a widened sidewalk south of Harmony Road on the east side of the Project. Crossing improvements at Imperial Drive and Brixton Road are not currently included in the Project. Staff sought additional grant funding to include these improvements but were unsuccessful. Staff will continue to apply for funding opportunities for these improvements as opportunities become available.

The total cost of the Project is estimated to be \$10,400,000. The Project has received approximately \$6,100,000 in grant funding (59% of the estimated total project cost) listed below.

- Surface Transportation Block Grant (STBG) Program: \$4,000,000, 2020 and 2023
- Community Clean Transportation Assistance Program (CCTAP): \$540,000, 2024
- Multimodal Transportation and Mitigation Options Fund (MMOF): \$1,300,000, 2024
- Carbon Reduction Program (CRP): \$107,000, 2024
- Community Project Funding (CPF): \$250,000, 2025

The initial STBG grant, local match, and overmatch were authorized and appropriated by City Council in 2020 (Ordinance No. 007, 2020, Ordinance No. 008, 2020, and Resolution 2020-001). The 2024 MMOF award was subject to budget reconciliation by the State of Colorado. The initial \$1,700,000 MMOF award was reduced to \$1,251,287. The North Front Range Metropolitan Planning Organization was able to backfill some of this reduction with STBG (\$163,902) and CRP (\$107,057) funding. The Project had been wait-

listed for these funds in a previous call for projects. It is anticipated that the State’s budget will again be very tight in 2026. There is a high probability that MMOF awards may be reduced further as a result. The City and County would like to encumber the funding and begin construction to remove the current award from consideration for a potential reduction in 2026. In addition, the original STBG award funding will expire in 2029. City and County staff view this as the best time to move forward with construction to avoid potential construction cost escalation, such as escalation due to rising oil prices. Construction documents have been finalized, and property acquisition is nearing completion.

The City has contributed \$15,460 in funding to cover the APP program obligation. The County has contributed \$1,500,000 in Larimer County Regional Road Fee (LCRRF) to the Project. The proposed supplemental appropriation would have the City contribute an additional \$908,000 in a mix of transportation-related funding and the County would contribute an additional \$1,800,000 in LCRRF. These contributions would allow the Project to be advertised for construction as early as May of this year.

**CITY FINANCIAL IMPACTS**

The following is a summary of the funding anticipated for design, acquisition, and construction for the Taft Hill Corridor Improvement – Horsetooth Road to Brixton Road project. The total fund amount for the Project is \$10,438,306 composed of funds appropriated or transferred with this action and prior appropriated or transferred funds.

<b>Prior Appropriated or Transferred Funds</b>	
Surface Transportation Block Grant (STBG) Program	\$ 3,834,025
Transportation Services Fund (TSF)	\$ 15,460
Larimer County Regional Road Fees (LCRRF)	\$ 1,545,975
<b>Total Prior Appropriations or Transfers</b>	<b>\$ 5,395,460</b>

<b>Funds to be Appropriated or Transferred</b>	
Community Clean Transportation Assistance Program	\$ 539,864
Multimodal Transportation and Mitigation Options Fund (MMOF)	\$ 1,251,287
Surface Transportation Block Grant (STBG) Program	\$ 163,902
Carbon Reduction Program (CRP)	\$ 107,057
Highway Improvement Program (HIP) Grant Funds	\$ 250,000
Transportation Services Reserve Fund (TSRF)	\$ 358,196
Larimer County Regional Road Fees (LCRRF)	\$ 1,844,347
Community Capital Improvement Program - Arterial Intersection Improvements (CCIP-AII)	\$ 250,000
Community Capital Improvement Program - Bicycle Infrastructure Improvements (CCIP-BII)	\$ 100,000
Community Capital Improvement Program - Pedestrian Sidewalk (CCIP-PS)	\$ 200,000
<b>Net Total Project Funds to be Appropriated or Transferred</b>	<b>\$ 5,064,653</b>

<b>Proposed Transfer to Art in Public Places (APP) Program</b>	<b>\$ 21,807</b>
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<b>Total Capital Project Funds</b>	<b>\$ 10,438,306</b>
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## **BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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The Council Finance Committee reviewed the request for supplemental appropriation for the Project at their April 2, 2026, meeting. The Committee wanted to understand the amount of grant funding in the Project at risk for being subject to the State budget reconciliation. This amount is \$1,251,287 in MMOF grant funds. The Committee also asked for confirmation that motor vehicle lane widths are minimized to better accommodate pedestrian crossings. Motor vehicle lane widths have been reduced to eleven feet (11'), the minimum LCUASS allows, from the existing widths of twelve feet (12'). The Committee supported the supplemental appropriation request go before Council

## **PUBLIC OUTREACH**

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There has been significant public outreach conducted for the Project. The community surrounding the Project area was notified with letters and door hangers in 2020. A virtual open house was held on November 18, 2020. An in-person open house was held on November 14, 2022. The Project was presented at each of the past four City of Fort Collins Transportation Project Fairs (February 23, 2023, February 22, 2024, March 6, 2025, and February 6, 2026). Most recently, two meetings were held with Taft Canyon residents to address their questions and concerns (February 4, 2026, and February 11, 2026).

## **ATTACHMENTS / LINKS**

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First Reading attachments available in May 5, 2026, agenda materials at the following link: <https://fortcollins-co.municodemeetings.com/>.

1. Ordinance No. 052, 2026
2. Resolution 2026-072
3. Resolution 2026-073

ORDINANCE NO. 052, 2026  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING PRIOR YEAR RESERVES AND MAKING A SUPPLEMENTAL  
APPROPRIATION AND AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR  
TAFT HILL CORRIDOR IMPROVEMENTS – HORESETOOTH ROAD TO BRIXTON  
ROAD PROJECT AND RELATED ART IN PUBLIC PLACES

A. The purpose of this Ordinance is to appropriate State of Colorado Nonattainment Area Air Pollution Mitigation Enterprise (“NAAPME”), Colorado Department of Transportation (“CDOT”), and local funds for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road project (“Project”). The funds will be used to complete design and construct transportation improvements along Taft Hill Road, between Horsetooth Road and Brixton Road. These improvements will create safer conditions for pedestrians, cyclists, and motorists traveling the corridor.

B. Taft Hill Road is a major regional road for both the City of Fort Collins and Larimer County and is identified as a four-lane arterial road on the Master Street Plan.

C. This is a joint project between the City and Larimer County and lies in Fort Collins Growth Management Area. Work began on the project in 2018 and originally included improvements between Horsetooth Road and Harmony Road. The Project scope has been expanded twice, first to extend the improvements to Brixton Road (2020), and second to include recommended Active Modes Plan (“AMP”) improvements (2022).

D. The AMP improvements include separated bike lanes and a widened sidewalk south of Harmony Road on the east side of the Project. The Project will also improve this corridor to meet Larimer County Urban Area Street Standards.

E. The City has received additional funding provided by the NAAPME and CDOT pursuant to intergovernmental grant agreements that will be authorized by resolutions. The appropriations in this Ordinance are conditional on the City receiving the grant awards and City Council approving execution of the intergovernmental agreements according to the respective resolutions. If the City does not receive the grant funding within one year of the appropriations of grant funding herein, the appropriations will lapse and any local match appropriated will revert back to its original fund and purposes.

F. The initial Surface Transportation Block Grant (“STBG”) grant, local match, and overmatch were authorized and appropriated by City Council in 2020 (Ordinance No. 007, 2020; Ordinance No. 008, 2020; and Resolution 2020-001). In 2024 a Multimodal Transportation and Mitigation Options Fund (“MMOF”) award was subject to budget reconciliation by the State of Colorado, reducing the initial MMOF award amount of \$1,700,000 to \$1,251,287. The North Front Range Metropolitan Planning Organization was able to backfill some of this reduction with STBG (\$163,902) and CRP (\$107,057) funding. The Project had been wait-listed for these funds in a previous call for projects. It is anticipated that the State’s budget will again be very tight in 2026. There is a high

probability that MMOF awards may be reduced further as a result. The City and County would like to encumber the funding and begin construction to remove the current award from consideration for a potential reduction in 2026. In addition, the original STBG award funding will expire in 2029. City and County staff view this as the best time to move forward with construction to avoid potential construction cost escalation, such as escalation due to rising oil prices. Construction documents have been finalized, and property acquisition is nearing completion.

G. The County has contributed \$1,500,000 in Larimer County Regional Road Fees ("LCRRF") to the Project. The proposed supplemental appropriation would have the City contribute an additional \$908,000 in a mix of transportation-related funding, and the County would contribute an additional \$1,800,000 in LCRRF. These contributions would allow the Project to be advertised for construction as early as May of this year.

H. The appropriations in this Ordinance benefit public health, safety and welfare of the residents and the traveling public of Fort Collins and serve the public purposes of improving multimodal transportation infrastructure and safety within the City.

I. Article V, Section 9 of the City Charter permits the City Council, upon recommendation of the City Manager, to make a supplemental appropriation by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriation, in combination with all previous appropriations for that fiscal year, do not exceed the current estimate of actual and anticipated revenues and all other funds to be received during the fiscal year.

J. The City Manager has recommended the appropriations described herein and determined that the funds to be appropriated are available and previously unappropriated from the Capital Projects Fund and that this appropriation will not cause the total amount appropriated in the Capital Projects Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

K. Article V, Section 9 of the City Charter permits the City Council, upon the recommendation of the City Manager, to make supplemental appropriations by ordinance at any time during the fiscal year from such revenues and funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated.

L. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the Transportation Services Reserve Fund and that this appropriation will not cause the total amount appropriated in the Transportation Services Reserve Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

M. Article V, Section 10 of the City Charter authorizes the City Council, upon recommendation by the City Manager, to transfer by ordinance any unexpended and unencumbered appropriated amount or portion thereof from one fund or capital project to another fund or capital project, if the purpose for which the transferred funds are to be expended remains unchanged, the purpose for which the funds were initially appropriated no longer exists, or the proposed transfer is from a fund or capital project in which the amount appropriated exceeds the amount needed to accomplish the purpose specified in the appropriation ordinance.

N. The City Manager has recommended the transfer of \$250,000 from the Community Capital Improvement Program Fund - Arterial Intersection Improvements budget in the Capital Projects Fund, \$100,000 from the Community Capital Improvement Program Fund - Bicycle Infrastructure Improvements budget in the Capital Projects Fund, and \$200,000 from the Community Capital Improvement Program - Pedestrian Sidewalk budget in the Capital Projects Fund to the Taft Hill Corridor Improvements Project budget in the Capital Projects Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

O. This Project involves construction estimated to cost more than \$250,000 and, as such, City Code Section 23-304 requires one percent of these appropriations to be transferred to the Cultural Services and Facilities Fund for a contribution to the Art in Public Places ("APP") program.

P. Certain Project funding is ineligible for contribution to the APP program. A portion of the project funding of \$5,064,653 being appropriated via this Ordinance has been used to calculate the contribution to the APP program.

Q. The amount to be contributed to the APP program in this Ordinance is \$21,807.

R. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for a capital project, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the completion of the capital project.

S. The City Council wishes to designate the appropriation herein for Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project, including all grant funds received and outlined in the AIS, as an appropriation that shall not lapse until the completion of the project or until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. There is hereby appropriated from new revenue or other funds in the Capital Projects Fund the sum of FIVE HUNDRED THIRTY-NINE THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS (\$539,864) to be expended in the Capital Projects Fund for the Project.

Section 2. There is hereby appropriated from new revenue or other funds in the Capital Projects Fund the sum of ONE MILLION TWO HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED EIGHTY-SEVEN DOLLARS (\$1,251,287) to be expended in the Capital Projects Fund for the Project.

Section 3. There is hereby appropriated from new revenue or other funds in the Capital Projects Fund the sum of ONE HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED TWO DOLLARS (\$163,902) to be expended in the Capital Projects Fund for the Project.

Section 4. There is hereby appropriated from new revenue or other funds in the Capital Projects Fund the sum of ONE HUNDRED SEVEN THOUSAND FIFTY-SEVEN (\$107,057) to be expended in the Capital Projects Fund for the Project.

Section 5. There is hereby appropriated from new revenue or other funds in the Capital Projects Fund the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) to be expended in the Capital Projects Fund for the Project.

Section 6. There is hereby appropriated from new revenue or other funds in the Capital Projects Fund the sum of ONE MILLION EIGHT HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED FORTY-SEVEN DOLLARS (\$1,844,347) to be expended in the Project.

Section 7. There is hereby appropriated from prior year reserves in the Transportation Services Reserve Fund the sum of THREE HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED NINETY-SIX (\$358,196) to be expended in the Capital Projects Fund for the Project.

Section 8. The unexpended and unencumbered appropriated amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) is authorized for transfer from the Community Capital Improvement Program - Arterial Intersection Improvements budget in the Capital Projects Fund to the Taft Hill Road Corridor Improvements budget in the Capital Projects Fund and appropriated therein to be expended for the Project.

Section 9. The unexpended and unencumbered appropriated amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000) is authorized for transfer from the Community Capital Improvement Program - Bicycle Infrastructure Improvements budget in the Capital Projects Fund to the Taft Hill Road Corridor Improvements budget in the Capital Projects Fund and appropriated therein to be expended for the Project.

Section 10. The unexpended and unencumbered appropriated amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000) is authorized for transfer from the Community Capital Improvement Program - Pedestrian Sidewalk budget in the Capital Projects Fund to the Taft Hill Road Corridor Improvements budget in the Capital Projects Fund and appropriated therein to be expended for the Project.

Section 11. The unexpended and unencumbered appropriated amount SEVENTEEN THOUSAND NINE DOLLARS (\$17,009) in the Capital Projects Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein to fund art projects under the APP program.

Section 12. The unexpended and unencumbered appropriated amount of FOUR THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS (\$4,361) in the Capital Projects Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the operation costs of the APP program.

Section 13. The unexpended and unencumbered appropriated amount of FOUR HUNDRED THIRTY-SEVEN DOLLARS (\$437) in the Capital Projects Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the maintenance costs of the APP program.

Section 14. The appropriations herein for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road project and all grants received as part of the Project and outlined in the corresponding AIS, are hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse at the end of this fiscal year but continue until the completion of the Project or until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grants.

Section 15. All the appropriations and transfers set forth in this Ordinance are contingent upon the execution of the NAAPME and CDOT grant agreements.

Section 16. If the City does not receive NAAPME and CDOT grant funding and receive City Council approval to execute grant agreements within one year of appropriations herein for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road project, the appropriations will lapse and any local match appropriated will revert back to its original fund and purposes.

Introduced, considered favorably on first reading on May 5, 2026, and approved on second reading for final passage on May 19, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: May 29, 2026  
Approving Attorney: Heather N. Jarvis

Exhibit: None

RESOLUTION 2026-072  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL  
GRANT AGREEMENT BETWEEN THE CITY OF FORT COLLINS AND  
THE STATE OF COLORADO NONATTAINMENT AREA AIR POLLUTION  
MITIGATION ENTERPRISE (NAAPME) FOR THE TAFT HILL  
CORRIDOR IMPROVEMENTS – HORSETOOTH ROAD TO BRIXTON  
ROAD PROJECT

A. The purpose of this Resolution is to enable and authorize the City to receive and expend State of Colorado Nonattainment Area Air Pollution Mitigation Enterprise (“NAAPME”) funds through the Community Clean Transportation Assistance Program (“CCTAP”) for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project (“Project”). These funds will support final design and construction of transportation improvements along Taft Hill Road, between Horsetooth Road and Brixton Road, enhancing safety for pedestrians, cyclists, and motorists.

B. Taft Hill Road is a major regional corridor serving the City of Fort Collins and Larimer County and is designated as a four-lane arterial road in the Master Street Plan.

C. The Project is a joint effort between the City and Larimer County and is located within the Fort Collins Growth Management Area. Work began on the project in 2018 and initially included improvements between Horsetooth Road and Harmony Road. The Project scope was subsequently expanded in 2020, to extend the improvements to Brixton Road, and again in 2022 to incorporate recommended Active Modes Plan (“AMP”) improvements.

D. The AMP improvements include separated bike lanes and a widened sidewalk along the east side of the corridor south of Harmony Road. The Project will also bring the corridor into compliance with Larimer County Urban Area Street Standards.

E. The City has been awarded funding through the State of Colorado CCTAP NAAPME program, which supports eligible projects that reduce traffic and air pollution, including transportation demand management strategies that encourage alternatives to single occupancy vehicle travel. The State of Colorado has proposed the NAAPME grant agreement to establish the funding amount and respective obligations of NAAPME and the City. This intergovernmental grant agreement is attached as Exhibit A and incorporated herein by reference.

F. Colorado Revised Statutes Section 29-1-203 provides that governments may cooperate or contract with one another to provide certain services or facilities when the cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve.

G. City Charter Article II, Section 16 empowers City Council, by ordinance or resolution, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies.

H. City Code Section 1-22 requires City Council to approve intergovernmental agreements that require the City to make a direct, monetary payment over \$50,000. The local match for the NAAPME funds is \$134,959, and total funds anticipated to be appropriated at this time for the Project amount to \$5,064,653. Funds are anticipated to be appropriated via Ordinance No. 052, 2026.

I. City Council finds and determines that the Project and the grant funding are in the best interests of the City, that they advance the public's health, safety, and welfare by facilitating improvement of the City's multimodal transportation safety and infrastructure.

J. City Council further finds and determines that the City Manager is authorized to execute the grant agreement between the City and the State of Colorado.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. City Council authorizes the City Manager to execute, on behalf of the City, the intergovernmental grant agreement with the State of Colorado, in substantially the form attached hereto as Exhibit A, with additional or modified terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Section 2. Subject to execution of the intergovernmental grant agreement authorized in Section 1, City Council authorizes the City Manager to approve and execute future amendments to the intergovernmental grant agreement with the State of Colorado relating to the Project that the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to facilitate completion of the Project, so long as such amendments do not increase the cost of the Project, substantially modify the purposes of the intergovernmental grant agreement, increase the allocation or amount of funding for the Project funded by the City, or otherwise increase the obligations and responsibilities of the City as set forth in the intergovernmental grant agreement.

Passed and adopted on May 19, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: May 19, 2026  
Approving Attorney: Heather N. Jarvis

Exhibit: Exhibit A – State of Colorado NAAPME Grant Agreement

## State of Colorado Grant Agreement

## Cover Page

<b>State Enterprise</b>	<b>Agreement Number</b>
Nonattainment Area Air Pollution Mitigation Enterprise (NAAPME)	26-HTD-XC-00086
<b>Local Agency</b>	<b>Agreement Performance Beginning Date</b>
City of Fort Collins	The Effective Date of this Agreement
<b>Project #</b>	
NAP SW03-847 (27218)	
<b>Agreement Maximum Amount</b>	<b>Agreement Expiration Date</b>
\$679,823.00	March 26, 2031

**Agreement Authority -**

Authority to enter into this Agreement exists in CRS §§43-4-1301, 43-4-1302, and 43-4-1303.

**Agreement Purpose**

The purpose of this Grant Agreement is to provide funding for eligible projects that reduce traffic, including demand management projects that encourage alternatives to driving alone or that directly reduce air pollution.

**Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Funding Provisions.
4. Exhibit D, PII Certification

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

1. Colorado Special Provisions in §16 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit D, PII Certification
5. Exhibit B, Sample Option Letter.
6. Exhibit C, Funding Provisions.

**Principal Representatives For the State:**

Lexi Agesen  
Nonattainment Area Air Pollution Mitigation Enterprise (NAAPME)  
2829 W. Howard Place  
Denver, CO 80204  
cdot\_nonattainmententerprise@state.co.us

For Local Agency:  
Dana Hornkohl  
City of Fort Collins  
281 North College Avenue  
Fort Collins, CO 80524  
dhornkohl@fcgov.com

**Signature Pages**

**The Parties hereto have executed this Agreement**

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

Local Agency  
City of Fort Collins

\_\_\_\_\_  
By: [Name & Title of Person Signing for Local Agency]

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

Additional Local Agency Signatures  
City of Fort Collins

ATTEST:

\_\_\_\_\_  
By: [Name & Title of Person Signing for Local Agency]

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

APPROVED AS TO FORM:

\_\_\_\_\_  
By: [Name & Title of Person Signing for Local Agency]

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

**STATE OF COLORADO**

Jared S. Polis, Governor  
Nonattainment Area Air Pollution Mitigation Enterprise (NAAPME)  
Darius Pakbaz, Director

\_\_\_\_\_  
Darius Pakbaz, Director NAAPME

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

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

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

\_\_\_\_\_  
By: Nonattainment Area Air Pollution Mitigation Enterprise (NAAPME)

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

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**Parties**

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

**1. Term and Effective Date**

**A. Effective Date**

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Agreement Expiration Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date, except as described in **§4.D**, 2) before execution of an Encumbering Document for the respective phase and the official Notice to Proceed for the respective phase or 3) after the Agreement Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

**B. Initial Term**

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

**C. Extension Terms - State's Option**

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of five (5) years or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Local Agency in a form substantially equivalent to Sample Option Letter attached to this Agreement.

**D. End of Term Extension**

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Local Agency as provided in **§13**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed five (5) years (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

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

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§12.A.i**.

## i. Method and Content

The State shall notify Local Agency of such termination in accordance with **§13**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

## ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to the rights and obligations set forth in **§11.A.i.a.**

## iii. Payments

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

## F. Local Agency's Termination Under Federal Requirements if applicable

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

**2. Definitions**

The following terms shall be construed and interpreted as follows:

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

- C. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.
- E. **“Cost Sharing”** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306).
- F. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- G. **“Encumbering Document”** means a document that authorizes a formal obligation of funds, typically done through an “Option Letter” as set forth in §4.E.
- H. **“End of Term Extension”** means the time period defined in §1.D.
- I. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- J. **“Extension Term”** means the time period defined in §1.C.
- K. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.
- L. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq. C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- N. **“Initial Term”** means the time period defined in §1.B.
- O. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.

- Q. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal and/or State Award.
- R. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Local Agency which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Local Agency without restrictions at the time of its disclosure to Local Agency; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Local Agency to the State; (iv) is disclosed to Local Agency, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- X. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal award specifically indicate otherwise.
- Y. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

### 3. Statement of Work

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

#### A. Maintenance Obligations

Local Agency shall maintain, repair, replace, and perform the Work constructed under this Agreement at its own cost and expense during the Work's useful life, in a manner satisfactory to the State and FHWA. If the Work is on a State Highway, Local Agency is responsible for all maintenance, repairs and/or replacement in accordance with the Division of Authority pursuant to C.R.S. §43-2-135. Local Agency shall make proper provisions for such maintenance, repair, and replacement obligations each year. Local Agency shall conduct such maintenance, repair, replacement, and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining, repairing, and replacing such improvements. The State and FHWA may make periodic inspections to verify that such Work are being adequately maintained.

#### B. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully in the monitoring activities described in **§6.C**.

### 4. Payments to Local Agency

#### A. Maximum Amount

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

#### B. Payment Procedures

##### i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with the funding provisions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State. To be eligible for payment, invoices must be received within 60 days after the period for which payment is being requested and final billings on this Agreement must be received by the State within 60 days after the end of the Agreement term.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.

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

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §1.E.

C. Matching Funds

Local Agency shall provide Matching Funds as provided in §4.A and Exhibit C. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly

and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury or bank account. Local Agency represents to the State that the amount designated "Local Agency's Matching Funds" in Exhibit C has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Local Agency 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 Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

Only with prior written approval, the State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in Exhibit C and §4.A for all allowable costs described in this Grant and shown in the Funding Provisions, except that Local Agency may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Local Agency provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount, and the change does not modify any requirements of the Work. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed. Local Agency's costs for Work performed after the Agreement Expiration Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

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

E. Unilateral Modification of Grant Funds Budget by State Option Letter

The State may, at its sole discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in Exhibit C if such modifications do not increase total budgeted Grant Funds. Such Option Letters shall amend and update Exhibit C, Sections 1, 2 and/or 4 of the Table, and sub-sections B and C of Exhibit C. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. This Option Letter is NOT a Notice to Proceed. Modification of Exhibit C by unilateral Option Letter is permitted only in the specific scenarios listed below in §4.E.i, ii, iii, and iv. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to Exhibit B. Such Option Letters will be incorporated into this Agreement.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals and/or Miscellaneous

Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one (1) or more other Work phases so that the total amount of budgeted Grant Funds remains the same. The State may also change the funding sources if the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue an Option Letter to increase and/or decrease the total encumbrance amount of one (1) or more existing Work phases, Right of Way Acquisition/Relocation, or Railroads, as long as the total amount of budgeted Grant Funds remains the same, replacing the original Agreement Funding **Exhibit C** with an amended **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). This must be done within 120 days of changing the encumbrance amount.

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Grant Funds from one (1) Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, Federal, and local match funding. In such case, the original funding exhibit (**Exhibit C** will be replaced with an amended **Exhibit C-1** with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Grant Funds transferred from one (1) Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Grant Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A** and encumber and transfer Grant Funds from one (1) Work phase to another. The original funding (**Exhibit C** in the original Agreement will be replaced with an amended **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Grant Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Grant Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term. The State, at its sole discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any

amended version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). To exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

**F. Close-Out**

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

**5. Reporting - Notification**

**A. Quarterly Reports**

In addition to any reports required pursuant to the Grant terms or pursuant to any other Exhibit, for any Agreement having a term longer than three (3) months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

**B. Litigation Reporting**

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

**C. Performance and Final Status**

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

**D. Violations Reporting**

Local Agency shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State

may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

## 6. Local Agency Records

### A. Maintenance

Local Agency 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. Local Agency shall maintain such records for a period (the "Record Retention Period") of three (3) years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. A cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

### B. Inspection

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

### C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by that governmental entity. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work.

### D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party

## 7. Confidential Information - State Records

### A. Confidentiality

Local Agency shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Local Agency shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's Principal Representative.

### B. Other Entity Access and Nondisclosure Agreements

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

### C. Use, Security, and Retention

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

### D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local

Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Local Agency shall make all modifications as directed by the State. If Local Agency cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Local Agency shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Local Agency or any of its Subcontractors will or may receive PII under this Agreement, Local Agency shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Local Agency, including, but not limited to, Local Agency’s employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Local Agency is given direct access to any State databases containing PII, Local Agency shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit D** on an annual basis Local Agency’s duty and obligation to certify as set forth in **Exhibit D** shall continue as long as Local Agency has direct access to any State databases containing PII. If Local Agency uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Local Agency shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

8. Conflict of Interest

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Local

Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

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

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

**9. Insurance**

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

A. Workers' Compensation

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

B. General Liability

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

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

C. Automobile Liability

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

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged

breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
  - ii. \$2,000,000 general aggregate.
- E. Professional Liability Insurance  
Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
- i. \$1,000,000 each occurrence; and
  - ii. \$1,000,000 general aggregate.
- F. Crime Insurance  
Crime insurance including employee dishonesty coverage with minimum limits as follows:
- i. \$1,000,000 each occurrence; and
  - ii. \$1,000,000 general aggregate.
- G. Additional Insured  
The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors.
- H. Primacy of Coverage  
Coverage required of Local Agency and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Local Agency or the State.
- I. Cancellation  
All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §13 within seven days of Local Agency's receipt of such notice.
- J. Subrogation Waiver  
All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- K. Public Entities  
If Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Local Agency shall maintain, in lieu of the liability insurance

requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Local Agency shall ensure that the Subcontractor maintain at all times during the terms of this Local Agency, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

**10. Breach of Agreement**

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §11 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Local Agency is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

**11. Remedies**

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §10, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

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

a. Obligations and Rights

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

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §1.E.

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

f. Collection of Unallowable Costs (2CFR 200.410)

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

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§10** and the dispute resolution process in **§12** shall have all remedies available at law and equity.

## 12. Dispute Resolution

### A. Initial Resolution

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

### B. Question of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the CDOT. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or their duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## 13. Notices and Representatives

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

Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

#### 14. Rights in Work Product and Other Information

##### A. Work Product

###### i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

###### ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

###### iii. Assignments and Assistance

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

##### B. Exclusive Property of the State

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

C. Exclusive Property of Local Agency

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

**15. General Provisions**

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

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

D. Digital Signatures

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

E. Modification

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

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

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

G. Severability

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

H. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party. Specifically, but not limited to **§3** Maintenance Obligations.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §15.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

J. Waiver

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

exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Compliance with State Law and Regulations

Local Agency shall comply with all State law, regulations, State Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

L. Accessibility

- i. Local Agency shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.
- ii. The State may require Local Agency's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Local Agency to review the selection of the third party. Local Agency shall be responsible for all costs associated with the third-party vendor's assessment. If Local Agency is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Local Agency shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

**16. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

These Special Provisions apply to all agreements. Contract refers to Agreement.

A. **Statutory Approvals. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(19), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **Fund Availability. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation**

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

C. **Governmental Immunity.**

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

**D. Independent Contractor.**

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

**E. Compliance with Law.**

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

**F. Choice of Law, Jurisdiction, and Venue.**

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

**G. Prohibited Terms.**

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

**H. Software Piracy Provisions.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this

Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

**THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK**

**EXHIBIT A**  
**SCOPE OF WORK**

Name of Project: Fort Collins Taft Hill Widening  
Project Number: NAP SW03-847  
Subaccount #: 27218

The City of Fort Collins will design and construct the Taft Hill Widening (hereinafter referred to as “this Work”). It will be beneficial to perform this Work constructing a 4-lane arterial street on Taft Hill Road, running from north of Horsetooth Road to south of Brixton Road, with the goal of reducing significant congestion, delays, and safety issues. The widening includes multi-modal improvements, such as a new side path, protected bike lanes, wider sidewalks, and safer pedestrian crossings, replacing the northbound bike lane with a raised side path for increased safety. To further mitigate congestion and conflicts, the plan incorporates additional through lanes, auxiliary turn lanes, and various intersection modifications.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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

**Exhibit B**  
**Sample Option Letter**

**State of Colorado Contract Modification**  
**Option Letter**

<b>State Agency</b> [Insert Department's or IHE's Full Legal Name]	<b>Contract Performance Beginning Date</b> [Month, Day, Year]
<b>Contractor</b> [Insert Contractor's Full Legal Name]	<b>Current Contract Expiration Date</b> [Month, Day, Year]
<b>Option Letter Number</b> [Insert the Option Number (e.g. "1" for the first option)]	<b>Current Contract Maximum Amount</b> Initial Term
<b>Original Contract Number</b> [Insert CMS number or Other Contract Number of the Original Contract]	State Fiscal Year [20xx]: \$[0.00]
<b>Option Contract Number</b> [Insert CMS number or Other Contract Number of this Option]	Extension Terms
	State Fiscal Year [20xx]: \$[0.00]
	State Fiscal Year [20xx]: \$[0.00]
	State Fiscal Year [20xx]: \$[0.00]
	State Fiscal Year [20xx]: \$[0.00]
	<b>Total for All State Fiscal Years: \$[0.00]</b>

**1. Options:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

**2. Required Provisions:**

- A. For use with Option 1(A)

In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

- B. For use with Options 1(B and C)

In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Contract, as amended.

- C. For use with Option 1(D)

In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in [Exhibit/Section] [Number/Letter]. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1(E)

In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.], which shall begin on Insert start date and end on [Insert ending date] at the cost/price specified in Section [Number].

E. For use with all Options that modify the Contract Maximum Amount

The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

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

**State of Colorado**

Jared S. Polis, Governor  
[INSERT: Name of Agency or IHE]

**State Controller**

Robert Jaros, CPA, MBA, JD

\_\_\_\_\_  
By: [Name & Title of Person Signing for Agency or IHE]  
Date: \_\_\_\_\_

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

Option Effective Date: \_\_\_\_\_

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated above by the State Controller or an authorized delegate.

**EXHIBIT C - FUNDING PROVISIONS**

**City of Fort Collins - Project # NAP SW03-847 (27218)**

**A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$674,823.00, which is to be funded as follows:

1. a. State Funds (80% of NAAPME Award)	\$539,864.00
b. Local Agency Funds (20% of NAAPME Award)	\$134,959.00
<hr/>	
<b>TOTAL BUDGETED FUNDS</b>	<b>\$674,823.00</b>

<b>2. ESTIMATED PAYMENT TO LOCAL AGENCY</b>		
a. State Funds Budgeted		\$539,864.00
<hr/>		
<b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</b>	<b>80%</b>	<b>\$539,864.00</b>
<b>TOTAL ESTIMATED FUNDING BY LOCAL AGENCY</b>	<b>20%</b>	<b>\$134,959.00</b>
<hr/>		
<b>TOTAL PROJECT ESTIMATED FUNDING</b>	<b>100%</b>	<b>\$674,823.00</b>

<b>4. FOR CDOT ENCUMBRANCE PURPOSES</b>		
a. Total Encumbrance Amount (Only State funds are encumbered)		\$539,864.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109		\$0.00
<hr/>		
<b>NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS</b>		<b>\$539,864.00</b>

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit D) or formal Amendment.

Const. 3301		
WBS Element 27218.20.10	Performance Period Start*/End Date	\$0.00
	N/A	

\*The Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

**B. Funding Ratio**

The funding ratio for the State funds for this Work is 80% State funds to 20% Local Agency funds, and this ratio applies only to the \$674,823.00 that is eligible for State funds. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$674,823.00, and additional State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$674,823.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein.

**This applies to the entire scope of Work.**

**C. Maximum Amount Payable**

The maximum amount payable to the Local Agency under this Agreement shall be

\$539,864.00. For State accounting purposes, the State funds of \$539,864.00 will be encumbered, but the Local Agency funds of \$134,959.00 will NOT be encumbered. The total budget of this project is \$674,823.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

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

**Exhibit D**

**PII Certification**

**STATE OF COLORADO**

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

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**STATE OF COLORADO**

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

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

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

RESOLUTION 2026-073  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FORT  
COLLINS, LARIMER COUNTY, AND THE COLORADO DEPARTMENT  
OF TRANSPORTATION FOR THE TAFT HILL CORRIDOR  
IMPROVEMENTS – HORSETOOTH ROAD TO BRIXTON ROAD  
PROJECT

A. The purpose of this Resolution is to enable the City to receive and expend Colorado Department of Transportation (“CDOT”) and local funds for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road project (“Project”). The funds will be used to complete design and construct transportation improvements along Taft Hill Road, between Horsetooth Road and Brixton Road. These improvements will create safer conditions for pedestrians, cyclists, and motorists traveling the corridor.

B. Taft Hill Road is a major regional road for both the City of Fort Collins and Larimer County (the “County”) and is identified as a four-lane arterial road on the Master Street Plan.

C. This is a joint project between the City and Larimer County and lies in the Fort Collins Growth Management Area. Work began on the project in 2018 and originally included improvements between Horsetooth Road and Harmony Road. The Project scope has been expanded twice, first to extend the improvements to Brixton Road (2020), and second to include recommended Active Modes Plan (“AMP”) improvements (2022).

D. The AMP improvements include separated bike lanes and a widened sidewalk south of Harmony Road on the east side of the Project. The Project will also improve this corridor to meet Larimer County Urban Area Street Standards.

E. The initial Surface Transportation Block Grant (“STBG”) grant, local match, and overmatch were authorized and appropriated by City Council in 2020 (Ordinance No. 007, 2020; Ordinance No. 008, 2020; and Resolution 2020-001). In 2024 a Multimodal Transportation and Mitigation Options Fund (“MMOF”) award was subject to budget reconciliation by the State of Colorado, reducing the initial MMOF award amount of \$1,700,000 to \$1,251,287. The North Front Range Metropolitan Planning Organization was able to backfill some of this reduction with STBG (\$163,902) and CRP (\$107,057) funding. The Project had been wait-listed for these funds in a previous call for projects. It is anticipated that the State’s budget will again be very tight in 2026. There is a high probability that MMOF awards may be reduced further as a result. The City and County would like to encumber the funding and begin construction to remove the current award from consideration for a potential reduction in 2026. In addition, the original STBG award funding will expire in 2029. City and County staff view this as the best time to move forward with construction to avoid potential construction cost escalation, such as

escalation due to rising oil prices. Construction documents have been finalized, and property acquisition is nearing completion.

F. CDOT has proposed an amendment to the original intergovernmental agreement (“IGA”) executed among the City, County, and CDOT to establish additional amounts and commitments among the City, County, and CDOT. This IGA amendment is attached as Exhibit A and incorporated herein.

G. Colorado Revised Statutes Section 29-1-203 provides that governments may cooperate or contract with one another to provide certain services or facilities when the cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve.

H. City Charter Article II, Section 16 empowers City Council, by ordinance or resolution, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies.

I. City Code Section 1-22 requires City Council to approve intergovernmental agreements that require the City to make a direct, monetary payment over \$50,000. The local match for the State funds exceeds \$50,000, and total funds anticipated to be appropriated at this time for the Project amount to \$5,064,653. Funds are anticipated to be appropriated via Ordinance No. 052, 2026.

J. City Council finds and determines that the Project and the grant funding are in the best interests of the City, that they advance the public’s health, safety, and welfare by facilitating improvement of the City’s multimodal transportation safety and infrastructure.

K. City Council further finds and determines that the City Manager be authorized to execute the amendment to the IGA between the City, the County, and CDOT.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. City Council authorizes the City Manager to execute, on behalf of the City, the amendment to the original IGA among CDOT, the County, and the City, which is in substantially the form attached hereto as Exhibit A, with additional or modified terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Section 2. City Council authorizes the City Manager to approve and execute future amendments to the IGA, this amendment, or both, with CDOT relating to the Project that the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to facilitate completion of the Project, so long as such amendments do not increase the cost of the Project, substantially modify the purposes of the intergovernmental agreement, increase the allocation or amount of funding for the Project funded by the City, or otherwise increase the obligations and responsibilities of the City as set forth in the intergovernmental agreement and this amendment.

Passed and adopted on May 19, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: May 19, 2026  
Approving Attorney: Heather N. Jarvis

Exhibit: Exhibit A – Colorado Department of Transportation IGA Amendment



By: \_\_\_\_\_  
\*Signature

By: \_\_\_\_\_  
\*Signature

Name: \_\_\_\_\_  
(Print Name)

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_  
(Print Title)

Title: \_\_\_\_\_  
(Print Title)

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

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

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
\*Signature

By: \_\_\_\_\_  
\*Signature

Name: \_\_\_\_\_  
(Print Name)

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_  
(Print Title)

Title: \_\_\_\_\_  
(Print Title)

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

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

**STATE OF COLORADO**  
Jared S. Polis, Governor  
Department of Transportation  
Shoshana M. Lew, Executive Director

**STATE OF COLORADO**  
**LEGAL REVIEW**  
**Philip J. Weiser, Attorney General**

By: \_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Keith Stefanik, P.E., Chief Engineer  
Date: \_\_\_\_\_

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

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

By: Name of Agency or State Controller Delegate

Amendment Effective Date: \_\_\_\_\_

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

## 1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Pages for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

## 2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

## 3) EFFECTIVE DATE AND ENFORCEABILITY

### A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Pages for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

### B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Pages for this Amendment and shall terminate on the termination of the Agreement.

## 4) PURPOSE

The Parties entered into the Agreement for the LCR 19 (Taft Hill Road) Improvement Project. Now the Parties agree to increase funding from \$7,005,818.00 to \$7,809,212.97 and update Exhibit A (Scope of Work) and Exhibit C (Funding Provisions).

## 5) MODIFICATIONS

The City of Fort Collins has applied for and was awarded a grant from Nonattainment Area Air Pollution Mitigation Enterprise (NAAPME). The City of Fort Collins has decided to use these NAAPME funds along with their Local Agency Match to expand the Scope of Work and the City of Fort Collins's contribution in this Project. Additionally, there have been other changes to funding sources which has increased the Agreement Maximum Amount.

a) The total project funding is increased from \$7,005,818.00 by \$803,394.97 to a new Agreement Maximum Amount in this Amendment of \$7,809,212.97. The \$803,394.97 increase in funds consists of:

- The State MMOF award is reduced from \$2,374,793.00 to \$1,926,081.00.
- The Federal STBG award is increased from \$4,631,025.00 to \$4,828,997.46.
- The Federal CRP award is increased from \$0.00 to \$129,311.51.
- The Federal Earmark award is increased from \$0.00 to \$250,000.00.
- The City of Fort Collins is contributing 100% Local Agency funds in the amount of \$674,823.00.

b) Exhibit A-2 will replace all previous Exhibit As. Any reference in the Agreement to a previous Exhibit A will be a reference to Exhibit A-2, attached.

c) Exhibit C-6 will replace all previous Exhibit Cs. Any reference in the Agreement to a previous Exhibit C will be a reference to Exhibit C-6, attached.

## 6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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**EXHIBIT A**  
**SCOPE OF WORK**

Name of Project: LCR19 (Taft Hill) Improvements

Project Number: STU M455-129 (23047) and MTF C060-100 (26940)

The Colorado Department of Transportation (“CDOT”) will oversee the City of Fort Collins (the “City”) when the City designs and constructs the Taft Hill Road Corridor (hereinafter referred to as “this work”). CDOT and the City believe it will be beneficial to perform this work to improve Taft Hill Rd. to a four-lane arterial standard between West Horsetooth Road and Brixton Road. Multi-modal safety and travel improvements will be made to pedestrian and cycling facilities along the corridor.

The County of Larimer (the “County”) MMOF grant funding for Project MTF C060-100 (26940) Taft Hill Rd. Corridor will be used in conjunction with the City of Fort Collins STBG grant funding for Project STU M455-129 (23047). The City of Fort Collins will be responsible to meet the State and Federal requirements of this agreement in order for the City of Fort Collins and County of Larimer to be reimbursed. The County will be responsible only for their funding portion of this agreement.

The design will be completed in accordance with AASHTO design standards, the Americans with Disabilities Act, and all applicable state, federal and local rules and regulations. The design phase of the work began under the Original Agreement and identifies more exact requirements, qualities, and attributes for this work (hereinafter referred to as “the exact work”). The exact work shall be used to complete the construction phase of the project. The construction phase of the contract is anticipated to begin in 2025.

**If this project is funded with Multimodal Transportation & Mitigation Options Funding (MMOF) these funding expenditures must be invoiced by June 1st of the year they expire.**

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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Name of Project: Fort Collins Taft Hill Widening - Local Agency 100% contribution

The City of Fort Collins will design and construct the Taft Hill Widening (hereinafter referred to as “this Work”). It will be beneficial to perform this Work constructing a 4-lane arterial street on Taft Hill Road, running from north of Horsetooth Road to south of Brixton Road, with the goal of reducing significant congestion, delays, and safety issues. The widening includes multi-modal improvements, such as a new side path, protected bike lanes, wider sidewalks, and safer pedestrian crossings, replacing the northbound bike lane with a raised side path for increased safety. To further mitigate congestion and conflicts, the plan incorporates additional through lanes, auxiliary turn lanes, and various intersection modifications.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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Fed \$ LA \$ State \$ LA Work

**EXHIBIT C-6 - FUNDING PROVISIONS****City of Fort Collins - STU M455-129 (23047) & Larimer County - MTF C060-100 (26940)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$7,809,212.97, which is to be funded as follows:

**1. FUNDING**

a. Federal Funds (82.79% of STBG Award)	\$3,997,927.00
b. Local Agency Funds (17.21% of STBG Award)	\$831,070.46
c. Federal Funds (82.79% of CRP Award)	\$107,057.00
d. Local Agency Funds (17.21% of CRP Award)	\$22,254.51
e. Federal Funds (100% Earmark Award)	\$250,000.00
f. State Funds (65% of MMOF Award)	\$1,251,288.00
g. Local Agency Funds – Larimer County (33% of MMOF Award)	\$627,297.00
h. Local Agency Funds – City of Fort Collins (2% of MMOF Award)	\$47,496.00
i. Local Agency Funds (100% of Local Agency Award)	\$674,823.00

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<b>TOTAL FUNDS ALL SOURCES</b>	<b>\$7,809,212.97</b>
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**2. OMB UNIFORM GUIDANCE**

a. Federal Award	
Identification Number (FAIN):	693JJ22330000Y230COM455129
b. Name of Federal Awarding Agency:	FHWA
c. Local Agency Unique Entity Identifier	VEJ3BS5GK5G1 HQMBX6GPALH6
d. Assistance Listing #	
Highway Planning and Construction	ALN 20.205
Surface Transportation Block Grant	ALN 20.287
e. Is the Award for R&D?	No
f. Indirect Cost Rate (if applicable)	N/A
g. Amount of Federal Funds Obligated by this Action:	\$0.00
h. Amount of Federal Funds Obligated to Date (including this Action):	\$512,737.00

**3. ESTIMATED PAYMENT TO LOCAL AGENCY**

a.	Federal Funds Budgeted	\$3,834,025.00
b.	State Funds Budgeted	\$1,700,000.00
c.	Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00
<hr/>		
<b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY – City of Fort Collins</b>		
	78.992%	<b>\$5,534,025.00</b>
<b>TOTAL ESTIMATED FUNDING BY CITY OF FORT COLLINS</b>		
	12.054%	<b>\$844,496.00</b>
<b>TOTAL ESTIMATED FUNDING BY LARIMER COUNTY</b>		
	8.954%	<b>\$627,297.00</b>
<b>TOTAL PROJECT ESTIMATED FUNDING</b>		<b>100.00% \$7,005,818.00</b>

**4. FOR CDOT ENCUMBRANCE PURPOSES**

**Federal STBG Funds**

a.	Total Encumbrance Amount (Federal funds + Local Agency funds – City of Fort Collins funds)	\$4,631,025.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

**State MMOF Funds**

a.	Total Encumbrance Amount (Only State funds are encumbered)	\$1,700,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

**NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS** **\$6,331,025.00**

Note: Only \$619,322.00 in Design funds are currently available. Additional Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

**Fed STBG Funds**

Design 3020		
WBS Element 23047.10.30	Performance Period Start*/End Date 07/23/2020 – 12/31/2026	\$619,322.00
Const. 3301		
WBS Element 23047.20.10	Performance Period Start*/End Date TBD-TBD	\$0.00

**State MMOF Funds**

Design 3020		
WBS Element 26940.10.30	Performance Period Start**/End Date N/A-N/A	\$0.00
Const. 3301		
WBS Element 26940.20.10	Performance Period Start**/End Date N/A-N/A	\$0.00

\*The Local Agency – City of Fort Collins should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

\*\*The Local Agency – City of Fort Collins should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

**B. Funding Ratios**

The funding ratio for the federal funds for this Work is 78.992% federal & State funds to 12.054% Local Agency – City of Fort Collins funds to 8.954% Local Agency – Larimer County funds, and this ratio applies only to the \$7,005,818.00 that is eligible for federal & State funding. If the total cost of performance of the Work exceeds \$7,005,818.00, and additional federal & State funds are not available, the City of Fort Collins shall pay all such excess costs. If the total cost of performance of the Work is less than \$7,005,818.00, then the amounts of Local Agencies and federal & State funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire scope of Work.**

### **C. Maximum Amount Payable**

The maximum amount payable to the Local Agency - City of Fort Collins under this Agreement shall be \$6,161,322.00. For CDOT accounting purposes, the federal funds of \$3,834,025.00, the State funds of \$1,700,000.00, and the Local Agency – City of Fort Collins funds of \$797,000.00 will be encumbered, but the Local Agency – City of Fort Collins funds of \$47,496.00 and Local Agency – Larimer County funds of \$627,297.00 will NOT be encumbered for a total encumbrance of \$6,331,025.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is \$7,005,818.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. This applies to the entire scope of Work.

### **D. Single Audit Act Amendment**

All state and local government and non-profit organizations receiving \$1,000,000 or more from all funding sources defined as Federal Financial Assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements). The Single Audit Act Amendment requirements applicable to the Local Agency receiving Federal funds are as follows:

**i. Expenditure less than \$1,000,000**

If the Local Agency expends less than \$1,000,000 in Federal funds (all Federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

**ii. Expenditure of \$1,000,000 or more-Highway Funds Only**

If the Local Agency expends \$1,000,000 or more, in Federal funds, but only received Federal Highway funds then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

**iii. Expenditure of \$1,000,000 or more-Multiple Funding Sources**

If the Local Agency expends \$1,000,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

**iv. Independent CPA**

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

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**File Attachments for Item:**

**14. Resolution 2026-074 Making an Appointment to the Platte River Power Authority Board.**

The purpose of this item is to appoint a new City representative to the Platte River Power Authority Board to fill the vacancy created by Tyler Marr's resignation from the Board.

May 19, 2026



## AGENDA ITEM SUMMARY

City Council

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### STAFF

Kelly DiMartino, City Manager

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### SUBJECT

**Resolution 2026-074 Making an Appointment to the Platte River Power Authority Board.**

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### EXECUTIVE SUMMARY

The purpose of this item is to appoint a new City representative to the Platte River Power Authority Board to fill the vacancy created by Tyler Marr's resignation from the Board.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

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### BACKGROUND / DISCUSSION

Under the intergovernmental agreement establishing the Platte River Power Authority (PRPA), Fort Collins is represented by two members of the eight member PRPA Board, including the Mayor and a second appointee appointed by Council.

On January 16, 2024, Council adopted Resolution 2024-005, appointing Tyler Marr to join the Mayor on the PRPA Board.

Tyler Marr's last day of employment with the City was May 12, 2026. This Resolution appoints Light and Power Director Travis Walker to the vacated seat on the PRPA Board.

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### CITY FINANCIAL IMPACTS

None.

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### BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

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### PUBLIC OUTREACH

None.

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### ATTACHMENTS / LINKS

1. Resolution 2026-074

RESOLUTION 2026-074  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING AN APPOINTMENT TO THE PLATTE  
RIVER POWER AUTHORITY BOARD

A. Pursuant to the intergovernmental agreement establishing the Platte River Power Authority (“PRPA”), the City is entitled to representation on the eight-member Board of Directors of PRPA by its mayor and a second appointee, to be designated by City Council.

B. On January 16, 2024, by adoption of Resolution 2024-005 City Council appointed Tyler Marr to serve as the City’s appointed representative to the PRPA Board.

C. Tyler Marr’s last day of employment with the City was May 12, 2026.

D. City Council desires to appoint a second City representative to the PRPA Board, effective immediately.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that City Council hereby appoints Travis Walker to serve as the City’s representative on the Platte River Power Authority Board (in addition to the Mayor), effective immediately, until such time as either Mr. Walker is no longer employed by the City or the Council acts to modify this appointment.

Passed and adopted on May 19, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: May 19, 2026  
Approving Attorney: Carrie Daggett

Exhibit: None