City Council
Regular Meeting Agenda

August 18, 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
- 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. 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.

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
- 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

1. **Declaring the Day of August 26, 2026, as Women's Equality Day.**

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

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 July 14, 2026, Special Meeting and the Minutes of the July 21, 2026, Regular Meeting.**

   The purpose of this item is to approve the minutes of the July 14, 2026, Special Meeting and the minutes of the July 21, 2026, Regular Meeting.

2. **Second Reading of Ordinance No. 081, 2026, Appropriating Unanticipated Revenue Received Through City Give.**

   This Ordinance, unanimously adopted on First Reading on July 21, 2026, requests an appropriation of $124,482.46 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.

3. **Second Reading of Ordinance No. 082, 2026, Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for the North Mason Stormwater Project and Associated Right-of-Way Acquisitions for North Mason Street and Related Art in Public Places.**

   This Ordinance, unanimously adopted on First Reading on July 21, 2026, enables the City to receive and expend Fort Collins Urban Renewal Authority ("FCURA") funds and appropriate matching funds for the North Mason Stormwater project (the "Project"). The funds will be used to acquire right-of-way for North Mason Street between Hickory Street and Alpine Street as well as to design and construct a stormwater outfall system to serve the area. The right-of-way will provide for the installation of the stormwater outfall as well as provide access to the adjacent properties along North Mason. If approved, the item will: 1) appropriate $550,000 of FCURA funds for the Project for right-of-way acquisition; 3) appropriate $838,475 of Transportation Capital Expansion Fee (TCEF) funds to the Project for right-of-way acquisition; 4) appropriate $275 of Transportation

Services Reserve Fund (TSRF) to the Project for right-of-way acquisition; and 5) transfer $13,750 (1% of new right-of-way Project funding) in capital project funds to the Art in Public Places (APP) program.

4. **Second Reading of Ordinance No. 083, 2026, Approving an Intergovernmental Agreement and Appropriating Unanticipated Grant Revenue from the Colorado Department of Public Health and Environment for the Indoor Radon Grant Program.**

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $7,793.18 of unanticipated grant revenue from the Colorado Department of Public Health and Environment (CDPHE) for the Indoor Radon Grant Program. The funding will support outreach and educational campaigns to increase radon awareness and provide radon test kits to residents.

5. **Second Reading of Ordinance No. 084, 2026, Approving an Intergovernmental Agreement for Grant Funding and Making a Supplemental Appropriation of Grant Funds from the Colorado Department of Local Affairs and Authorizing Transfers of Appropriations for the Best and Brightest Undergrad Internship Pilot Program.**

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $3,000 of unanticipated grant revenue from the Colorado Department of Local Affairs (DOLA) for the Best and Brightest Undergrad Internship Pilot Program. The funding will support three Colorado State University undergraduate internships. This Ordinance also appropriates $3,000 from fund 100 and 605 to meet the local match requirements of the grant.

6. **Second Reading of Ordinance No. 086, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Public Safety Division of Homeland Security and Emergency Management for the Homeland Security Grant Program and Authorizing Related Agreements.**

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $51,450 of unanticipated grant revenue from the Colorado Department of Public Safety Division of Homeland Security and Emergency Management (DHSEM) for the Homeland Security Grant Program. The funding will support a digital fire extinguisher training system for Community Emergency Response Teams (CERT) and specialized cybersecurity training for Poudre Fire Authority.

7. **Second Reading of Ordinance No. 087, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Transportation – Office of Transportation Safety and Risk Management for the Law Enforcement Assistance Fund Grant Program.**

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $11,015.78 of unanticipated grant revenue from the Colorado Department of Transportation ("CDOT") Office of Transportation Safety and Risk Management for the Law Enforcement Assistance Fund ("LEAF") grant program. The funding will support the purchase of materials and equipment to support high visibility enforcement and impaired driving efforts.

8. **Second Reading of Ordinance No. 088, 2026, Appropriating Unanticipated Grant Revenue from the Nonattainment Area Air Pollution Mitigation Enterprise (NAAPME) for the Community Clean Transportation Assistance Program (CCTAP) Grant and Authorizing Transfers of Appropriations.**

This Ordinance, unanimously adopted on First Reading on July 21, 2026, enables the City to receive and expend State of Colorado Nonattainment Air Pollution Mitigation Enterprise ("NAAPME"), Colorado Department of Transportation ("CDOT"), and local funds for the

Connecting North College project (the "Project"). The funding will support the feasibility and preliminary design of bicycle, pedestrian, and connectivity improvements adjacent to North College Avenue as well as bicycle and pedestrian improvements along West Vine Drive.

If approved, the item will:

1) Appropriate $528,275 of NAAPME Community Clean Transportation Assistance Program (CCTAP) grant funds for the Project; and

2) Appropriate $102,690 in matching funds to meet the cost-share requirement of the grant.

9. **Items Relating to Municipal Court Sentencing Penalties and Other Updates to the Criminal Code.**

A. Second Reading of Ordinance No. 089, 2026, Amending Portions of Chapter 1 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

B. Second Reading of Ordinance No. 090, 2026, Amending Portions of Chapter 4 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

C. Second Reading of Ordinance No. 091, 2026, Amending Portions of Chapter 9 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

D. Second Reading of Ordinance No. 092, 2026, Amending Portions of Chapter 17 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

E. Second Reading of Ordinance No. 093, 2026, Amending Section 20-42 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

F. Second Reading of Ordinance No. 094, 2026, Amending Sections 23-193 and 23-203 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

G. Second Reading of Ordinance No. 095, 2026, Amending Sections of the Fort Collins Traffic Code to Align with State Law and Making Other Related Updates and Corrections.

These Ordinances, unanimously adopted on First Reading on July 21, 2026, amend provisions of the City Code and Traffic 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 2 of the Municipal Court sentencing Code update.

There are additional amendments being made to a few of the Code sections to track state law updates that have been made to those charges over time. The proposed amendments formalize current practice, improve clarity, provide clear notice to the public, law enforcement and the court, and will ensure consistency in charging and sentencing.

Proposed changes for Second Reading to Ordinances No. 090, 2026, No. 092, 2026, No. 094, 2026, and No. 095, 2026, are to keep the language of the Code consistent throughout, to make minor corrections, and for necessary modifications identified upon further review after First Reading and public comment.

10. **Second Reading of Ordinance No. 096, 2026, Amending Section 2-31(a)(5) of the Code of the City of Fort Collins to Update the Cross Reference to Telecommunication Facilities and Services.**

This Ordinance, unanimously adopted on First Reading on July 21, 2026, updates a reference in City Code Section 2-31(a)(5) to refer to the correct City Code Section.

11. **Second Reading of Ordinance No. 097, 2026, Authorizing the City Manager to Execute an Agreement With Cargill, Inc., Regarding Exchanging 11.5 Arthur Irrigation Company Shares for Water Supply Requirement Credit.**

This Ordinance, unanimously adopted on First Reading on July 21, 2026, approves the Agreement Between Cargill, Inc. and the City of Fort Collins Regarding Exchanging 11.5 Arthur Irrigation Company shares for Water Supply Requirement Credit. The exchange of Arthur Irrigation Company shares for Water Supply Requirement credit proposed in the agreement will eliminate the need for expensive repair and maintenance issues on the Cargill Lateral while still providing water to meet Cargill, Inc.'s needs without injury to the City or its Water Utility rate payers.

12. **Second Reading of Ordinance No. 098, 2026, Authorizing the Conveyance of City-Owned Real Property Located at 314 North Howes Street in Support of Affordable Housing Development.**

This Ordinance, unanimously adopted on First Reading on July 21, 2026, approves the conveyance of City property to Housing Catalyst to develop affordable housing. City staff has identified a site for potential partnership with Housing Catalyst to produce a plan for redevelopment of 314 North Howes Street (the "Property'), focusing on affordable housing. On April 21, 2026, Resolution 2026-060 to approve an Option Agreement for the potential sale of the property was adopted by Council. The Property is currently owned by the City and supports EcoThrift, which is a private tenant, and has been evaluated for possible disposition to Housing Catalyst. The current tenant's lease expires on September 30, 2026. City staff negotiated an Option Agreement with Housing Catalyst with the intention to convey 314 North Howes to Housing Catalyst at nominal consideration in support of affordable housing. On June 9, 2026, Housing Catalyst delivered Notice of Exercise of Option to Purchase Real Property to the City. The proposed Ordinance approves the execution of an agreement to facilitate disposition of 314 N. Howes Street to Housing Catalyst. The rationale for this proposal is outlined in the background and discussion section. The original Resolution is also attached to this Agenda Item Summary.

13. **Second Reading of Ordinance No. 099, 2026, Approving the Addition of Permitted Uses Associated with the Rigden Farm Sixth Filing Major Amendment and Final Development Plan FDP260002.**

This Ordinance, unanimously adopted on First Reading on July 21, 2026, presents an Addition of Permitted Uses (APU) and combined Major Amendment and Final Development Plan (FDP) which proposes to have pigs graze part of a tract owned by the Rigden Farm Homeowners Association (HOA). The applicant (AloTerra Restoration Services) proposes to use up to 15 pigs to eat the extensive seedbank of the troublesome weed, *Kochia scoparia* (kochia) in 0.8 acres of this 3.96-acre park space during the growing seasons for a two to five-year period. A Modification of Standard was requested to permit an electric fence associated with the pigs.

The Council's decision on the proposed APU is a quasi-judicial decision governed by the standards in the Land Use Code. If considered on the consent agenda, a public hearing is deemed to have been open and closed, with the only evidence considered being that set forth in the agenda item summary and the attachments thereto, including the staff report and public comment.

If the APU is pulled from the consent calendar, Council will conduct a public hearing pursuant to the Council Rules of Procedure. If Council votes down the Ordinance, a second motion formally stating denial of the application for the addition of a permitted use would be appropriate.

The site is located in the Low-Density Mixed-Use Neighborhood (LMN) zone district. The proposed land use, Farm Animals, is not a permitted use in the LMN district, so this proposal is subject to an Addition of Permitted Uses and Major Amendment with a Type 2 (Planning and Zoning Commission) hearing for a recommendation to City Council for a decision.

Staff has heard significant public comment on this proposal. While much of the feedback has been supportive of the pigs, some neighbors have grievances, citing previous problems with odor and noise, and a general lack of trust of the applicant team's abilities and intentions. In order to address these concerns, staff worked closely with the applicant to ensure robust noise and odor mitigation strategies in the Site and Management Plan. Staff and the applicant also worked to ensure the Site and Management Plan included animal husbandry procedures in alignment with recommendations from the Larimer Public Health Department and NOCO Humane.

On June 18, 2026, the Planning and Zoning Commission voted 5-1 to approve the Site and Management Plan (FDP260002) and 5-1 to approve the Modification of Standard for the electric fence. The Commission also voted 5-1 to recommend Council approval of the Addition of Permitted Use for the Farm Animals.

If this item is pulled from the Consent Calendar for individual discussion, under Section 2.d. of the Council Rules of Procedure, the hearing procedure for Addition of Permitted Uses applications would be as follows:

(1) Announcement of item;

(2) Consideration of any procedural issues;

(3) Explanation of the application by City staff;

(4) Presentation by the applicant and/or by the affected property owner (if not the applicant);

(5) Public testimony regarding the application;

(6) Rebuttal testimony by the applicant/property owner;

(7) Councilmember questions of City staff, the applicant/property owner and other comments; and

(8) Motion, discussion and vote by City Council.

14. **Second Reading of Ordinance No. 100, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Public Health and Environment and Authorizing Transfers for the Clean Fleet Vehicle and Technology Grant Program.**

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $1,806,281 of unanticipated grant revenue from the Colorado Department of Public Health and Environment for the Clean Fleet Vehicle and Technology (CFVT) grant program. The funding will support the replacement of 13 end of life vehicles across varies city operations. This item also appropriates $921,914 in matching funds to meet the cost-share requirement of the grant.

This item was updated between First and Second Reading to include the transfer of $280,121 from Fund 256 (2050 Climate Tax) and $7,000 from Fund 100. These existing appropriations will be used for match/upfit allocations according to the updated table in the City Financial Impacts section.

15. **Second Reading of Ordinance No. 102, 2026, Waiving Basic Development Review and Associated Development Standards Under Land Use Code Section 4.3.4(F)(6) to Facilitate the Larimer County-Led Plugging and Abandonment of Orphaned Oil and Gas Wells in Northeast Fort Collins.**

This Ordinance, unanimously adopted on First Reading on July 21, 2026, waives Basic Development Review requirements and associated development standards under Land Use Code (LUC) Section 4.3.4(F)(6) to facilitate the Larimer County-led plugging and abandonment of orphaned oil and gas wells within Fort Collins city limits.

16. **First Reading of Ordinance No. 103, 2026, Appropriating Remaining Reserves Generated From the 2016-2025 Community Capital Improvement Program Sales Tax for the Affordable Housing Capital Program.**

The purpose of this item is to appropriate the remaining reserve funds from the 2016-2025 Community Capital Improvement Program ("CCIP") quarter cent capital sales tax, as directed by Council by Resolution 2025-104, which directs excess revenues to the Affordable Housing Capital Fund Program.

17. **First Reading of Ordinance No. 104, 2026, Authorizing Transfer of Previously Appropriated American Rescue Plan Act Funds for Purchase of a Property to Expand the Land Bank Program.**

The purpose of this item is to transfer previously appropriated Federal American Rescue Plan Act Funding ("ARPA") funds for the expansion of the Land Bank Program to purchase a comparable parcel of land at a different location than originally planned and pay some pre-development costs.

18. **First Reading of Ordinance No. 105, 2026, Making Supplemental Appropriations and Authorizing Transfers of Appropriations for the Vine and Timberline Rail Grade Separation Project and Related Art in Public Places.**

The purpose of this item is to request a supplemental appropriation for the Vine and Timberline Rail Grade Separation project (the "Project"). The funding will be used to acquire an all-purpose easement on the southeast corner of the Timberline Road and Vine Drive intersection. The Project will elevate Timberline Road over Vine Drive and the adjacent BNSF Railway ("BNSF") rail yard, eliminating the existing at-grade crossing. The easement acquisition is needed to provide space for the overpass embankment. If approved, the item will: 1) appropriate $113,098 in Transportation Capital Expansion Fee funds to the Project; 2) appropriate $22 in Transportation Services Reserve funds to the Project; and 3) transfer $1,120 (1% of new Project funding) in Capital Projects funds to the Art in Public Places program.

19. **First Reading of Ordinance No. 106, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado State Patrol for the Beat Auto Theft Through Law Enforcement Grant Program.**

The purpose of this item is to appropriate $26,860 of unanticipated grant revenue from the Colorado State Patrol ("CSP") for the Beat Auto Theft Through Law Enforcement ("BATTLE") grant program. The funding will support Police Services personnel overtime pay to support multiagency and multijurisdictional BATTLE operations to identify, interdict, investigate, enforce, and prosecute motor vehicle theft-related crimes.

20. **First Reading of Ordinance No. 107, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado Statewide Internet Portal Authority for the Micro-Grant Program.**

The purpose of this item is to appropriate $8,122 of unanticipated grant revenue from the Colorado Statewide Internet Portal Authority ("SIPA") for the Micro-Grant Program. This funding will support an accessibility audit for the Municipal Court's digital services.

21. **First Reading of Ordinance No. 108, 2026, Amending Section 3-85 of the Code of the City of Fort Collins for the Purpose of Expanding the Distance Exemption for Liquor Licenses for Schools and Colleges.**

The purpose of this item is to amend City Code Section 3-85 to expand the exemption for the 500-foot radius buffer beyond application to areas around Colorado State University ("CSU"), to include other schools and colleges that choose to locate within mixed-use or non-residential areas that are intended for commercial use. This proposed Code update would permit continued City liquor license issuance within these areas intended for and supporting businesses and restaurants, in accordance with all other applicable requirements, even if a school or college is present.

22. **First Reading of Ordinance No. 109, 2026, Amending Chapter 2, Article VII, Division 2 of the Code of the City of Fort Collins Ethics Rules Related to Councilmember Obligations to Report Contacts with City Staff about Non-Routine City Matters**.

The purpose of this item is to consider amendments recommended by the Ethics Review Board to a section of City Code related to Councilmember obligations to report a contact with a City officer or employee regarding a request in connection with the contacted officer's or employee's role about a non-routine City matter and not within the Councilmember's role as an officer of the City.

23. **Items Relating to the Linden Street Interim Parking Project.**

A. Resolution 2026-103 Authorizing the Execution of an Intergovernmental Agreement Regarding a Grant from the Downtown Development Authority to the City of Fort Collins for the Linden Street Interim Parking Project.

B. First Reading of Ordinance No. 110, 2026, Making a Supplemental Appropriation for the Linden Street Interim Parking Project.

The purpose of this item is to enable the City to receive and expend Downtown Development Authority ("DDA") grant funds for the Linden Street Interim Parking project (the "Project"). The funds will be used for construction of improvements along Linden Street between the Poudre River and Buckingham Street. If approved, the item will: 1) authorize the City Manager to execute an intergovernmental agreement ("IGA") for the Project with the DDA and 2) appropriate $112,438 of DDA grant funds to the Project.

24. **Resolution 2026-104 Approving Amendments to the Code of Conduct Policy Recommended by the Ethics Review Board.**

The purpose of this item is to consider the Ethics Review Board's (the "Board") recommended revisions to the City's Code of Conduct policy. The recommended changes clarify board and commission members' duty to the community, prohibit using board and commission membership to benefit other organizations, protect confidential City information and promote active meeting participation.

25. **Resolution 2026-105 Supporting an Application for a Great Outdoors Colorado Land Acquisition Grant.**

The purpose of this item is to obtain Council support for Natural Areas to apply for the Great Outdoors Colorado ("GOCO") Land Acquisition Grant.

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

Staff Report: Rental Housing Program Update

The purpose of this item is to provide an update on the Rental Housing Program.

M) COUNCILMEMBER REPORTS

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

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION

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.

26. **Second Reading of Ordinance No. 101, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado Department of Local Affairs and Authorizing Transfers of Appropriations for the Accessory Dwelling Unit Grant Program.**

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $157,000 of unanticipated grant revenue from the Department of Local Affairs (DOLA) for the Accessory Dwelling Unit Grant Program. Funding will support the development of accessory dwelling unit (ADU) design plans and provide eligible fee waivers. This item also appropriates $83,000 from the 2050 City Climate Tax to meet the cost-share requirement.

P) RESUMED PUBLIC COMMENT (if applicable)

Q) OTHER BUSINESS

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.)

2. **Consideration of a Motion to go into Executive Session to Discuss Potential Economic Development Incentive Negotiations Approach and Strategy:**

   I move that City Council go into executive session to discuss with appropriate City staff:

   the City's negotiating position for potential business incentives for three separate Fort Collins projects, developing strategy for those negotiations, and instructing negotiators, pursuant to:

   - City Charter Article Two, Section Eleven, Subsection Five

   - City Code Section 2-31(a)(6), and

   - Colorado Revised Statutes Section 24-6-402 subsection (4)(e)(one)

3. **Consideration of a Motion to go into Executive Session on Water Storage Projects:**

   I move that City Council go into executive session, pursuant to:

   - City Charter Article Two, Section Eleven, Subsection Five

   - City Code Section 2-31(a)(6), and

   - Colorado Revised Statutes Section 24-6-402 subsection (4)(e)(one)

   For the purpose of discussing with the appropriate City staff:

   - The City's negotiating position on new and existing water storage project opportunities, developing strategy for those negotiations, and instructing negotiators.

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:

1. Declaring the Day of August 26, 2026, as Women's Equality Day.

PROCLAMATION

WHEREAS, women of the United States have continuously worked to gain full rights and privileges - public and private, legal or institutional - as citizens of the United States; and

WHEREAS, women in every state and every cultural and religious group worked to secure women's right to vote; and

WHEREAS, Congress has designated August 26, the date the Nineteenth Amendment was certified, as Women's Equality Day; and

WHEREAS, recognizing Women's Equality Day as a day of celebration throughout the country emphasizes the importance of women's work for democracy.

NOW, **THEREFORE**, I, Emily Francis, Mayor of the City of Fort Collins, do hereby proclaim August 26, 2026, as

WOMEN'S EQUALITY DAY

as a national day celebrating the importance of the women's suffrage movement and the work to secure and expand equal rights today.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 18th day of August, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

File Attachments for Item:

1. Consideration and Approval of the Minutes of the July 14, 2026, Special Meeting and the Minutes of the July 21, 2026, Regular Meeting.

The purpose of this item is to approve the minutes of the July 14, 2026, Special Meeting and the minutes of the July 21, 2026, Regular Meeting.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Delynn Coldiron, City Clerk

SUBJECT

Consideration and Approval of the Minutes of the July 14, 2026, Special Meeting and the Minutes of the July 21, 2026, Regular Meeting.

EXECUTIVE SUMMARY

The purpose of this item is to approve the minutes of the July 14, 2026, Special Meeting and the minutes of the July 21, 2026, Regular Meeting.

STAFF RECOMMENDATION

Staff recommends approval of the minutes.

ATTACHMENTS

1. Draft Minutes, July 14, 2026
2. Draft Minutes, July 21, 2026

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Special Meeting – 6:00 PM

A) CALL MEETING TO ORDER

Mayor Emily Francis called the special meeting to order at 6:00 p.m. in the City Council Chambers at 300 Laporte Avenue, Fort Collins, Colorado. Due to the nature of the meeting, hybrid participation via the City's Zoom platform was not offered.

B) PLEDGE OF ALLEGIANCE

C) ROLL CALL

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

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

D) CONSIDERATION OF ITEMS IDENTIFIED IN THE CALL OF SPECIAL MEETING

1. **Resolution 2026-091 Authorizing the City Manager to Sign the Broadband Equity, Access and Deployment (BEAD) Grant Agreement.**

   The purpose of this item is to authorize the City Manager to sign the Broadband Equity, Access and Deployment (BEAD) grant agreement for the $1,500,000 grant award appropriated in Ordinance No. 054, 2026.

   Mayor Pro Tem Pignataro made a motion, seconded by Councilmember Nelsen, to adopt Resolution 2026-091 Authorizing the City Manager to Sign the Broadband Equity, Access and Deployment (BEAD) Grant Agreement.

   The motion carried 7-0.

   Ayes: Mayor Francis, Mayor Pro Tem Pignataro, Councilmembers Fudge, Potyondy, Hoeven, Conway and Nelsen.
   Nays: None.

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E) ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 5:47 P.M.

_____
Mayor

ATTEST:

_____
City Clerk

July 21, 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

1. **Declaring the Month of July 2026 as Disability Pride Month.**

   A community reception was held at City Hall at 4 p.m.

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 Chris Conway
Councilmember Josh Fudge
Councilmember Melanie Potyondy
Councilmember Amy Hoeven
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:

- No changes to the published agenda.
- Items 1-32 on the Consent Calendar are recommended for adoption.
- Four Discussion Items, three of which are on Discussion to allow Mayor Francis to recuse herself.

F) COMMUNITY REPORTS

1. **Community Report: Youth Advisory Board.**

The purpose of this item is for the Youth Advisory Board to provide a Community Report.

LeAnn Williams, Director of Parks and Recreation, introduced the item. Youth Advisory Board Members introduced themselves and provided a report about their impact projects and accomplishments for the year as well as their trip to the National League of Cities Conference.

Mayor Francis thanked the Board Members for their presentation.

Councilmember Potyondy noted she had the pleasure of meeting with the Youth Advisory Board Chairs and commended the Board on its work and development of school initiatives that will carry on into the future.

Councilmember Hoeven congratulated the Board Members on their accomplishments and highlighted their work on the E-bike initiative for teens. She expressed interest in the safety lessons that were implemented.

Councilmember Nelsen thanked the Board Members for their presentation and commented on the importance of their work and perspectives in the community.

Mayor Francis thanked the Board Members for their efforts and taking the time to serve the community.

Councilmember Conway echoed the other sentiments and thanked the Board Members for their efforts.

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

George Grossman spoke in opposition to paid on-street parking downtown.

John Sanderson opposed abandoning the Halligan Reservoir Water Supply Project in favor of participating in the Northern Integrated Water Supply Project.

LeAnn Thieman spoke in opposition to paid on-street parking downtown.

Christie Rogers spoke in opposition to paid on-street parking downtown.

Jan Clodfelder spoke in opposition to using pigs to manage weeds at Rigden Farm.

Sabrina Herrick spoke about disability marginalization and the meaningful work/action that needs to be done related to this.

Peter Bachand spoke about accessibility for the disabled and the meaningful work/action that needs to be done related to this.

Adam Mahan spoke in opposition to paid on-street parking downtown.

Barbara Krupnik-Goldman, Fort Collins Sustainability Group (FCSG), shared that FCSG is pleased that Fort Collins is able to accept the Colorado Energy Office Impact Accelerator Grant and supported funding for items that reduce greenhouse gases.

Lief Youngs shared concerns about laboratory animal testing that is occurring in the city.

Michelle Johnson spoke in support of using pigs to manage weeds at Rigden Farm. She also commended City staff for their work and partnership.

Kimberly Conner commented on the deepening threat to free speech coming from the federal government.

Angie Dixon spoke in support of using grazing methods at Rigden Farm and stated measures need to be put in place to do this correctly.

Keith Pecoraro spoke in support of using pigs to manage weeds at Rigden Farm.

Jana Archuleta spoke in opposition to paid on-street parking downtown

Rich Stave noted PRPA sent a note to people asking them to reduce electricity usage; however, he expressed concern about the fact that unplugging electric cars was not mentioned. He expressed concern about some grammatical errors in Item No. 20, *Items Relating to Municipal Court Sentencing Penalties and Other Updates to the Criminal Code*, and stated aspects of Item No. 23, *First Reading of Ordinance No. 098, 2026, Authorizing the Conveyance of City-Owned Real Property Located at 314 North Howes Street in Support of Affordable Housing Development*, did not make sense. He opposed using grazing methods in Rigden Farm and questioned who would be winners and losers regarding Item No. 25, *Resolution 2026-095 Adopting the One Water Utility Long-Term Water Rental Policy*.

Spencer Burris spoke in opposition to paid on-street parking downtown.

Barbara Wilkins spoke in opposition to paid on-street parking downtown.

Jennifer Beccard spoke in opposition to using pigs to manage weeds at Rigden Farm.

Adam Hirschhorn spoke in support of using pigs to manage weeds at Rigden Farm.

Tara Leveillee spoke in support of using pigs to manage weeds at Rigden Farm.

Nadine Jung spoke in support of using pigs to manage weeds at Rigden Farm.

Cameron Gloss spoke about the difficulties of balancing issues related to on-street paid parking and commented on the importance of the Downtown area to the local economy. He also noted his involvement in developing the Downtown Plan.

H) PUBLIC COMMENT FOLLOW-UP

Councilmember Nelsen discussed ADA accommodations and the built environment as well as associated Codes. She stated she would like to meet with concerned citizens and the Chief Building

Official regarding the topic and asked about the most effective way for accessibility issues to be reported. City Manager DiMartino replied residents should use Access Fort Collins or call the City Manager's Office to report accessibility issues.

Councilmember Potyondy thanked the speakers and encouraged everyone to keep dialogue open to ensure neighbors with disabilities are cared for and accommodated in all ways.

Mayor Pro Tem Pignataro noted the paid on-street parking issue will be coming before Council at an August work session and thanked all who provided comments. She asked about the discrepancies mentioned by Mr. Stave in Item No. 20, *Items Relating to Municipal Court Sentencing Penalties and Other Updates to the Criminal Code*, and requested staff research the issue. She also expressed appreciation for the work done by the Planning and Zoning Commission regarding pig grazing in Rigden Farm and supported the unique solution.

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

Councilmember Potyondy withdrew Item No. 25, *Resolution 2026-095 Adopting the One Water Utility Long-Term Water Rental Policy,* from the Discussion Agenda.

J) CONSENT CALENDAR

1. **Consideration and Approval of the Minutes of the June 9, 2026, Special Meeting and the Minutes of the June 16, 2026, Regular Meeting.**

   The purpose of this item is to approve the minutes of the June 9, 2026, Special Meeting and the minutes of the June 16, 2026, Regular Meeting.

   Approved.

2. **Second Reading of Ordinance No. 069, 2026, Appropriating Unanticipated Revenue Received Through City Give.**

   This Ordinance, unanimously adopted on First Reading on June 16, 2026, requests an appropriation of $7,420.50 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.

   Adopted on Second Reading.

3. **Second Reading of Ordinance No. 070, 2026, Making Supplemental Appropriations, Appropriating Prior Year Reserves, and Authorizing Transfers of Appropriations for the Construction of the Southeast Community Center.**

   This Ordinance, unanimously adopted on First Reading on June 16, 2026, appropriates $72,539,000 in anticipated revenues from debt issuance and Poudre Public Library District, unanticipated grant revenue from the Department of Local Affairs (DOLA) Energy & Mineral Impact Assistance Program (EIAF) and prior year reserves in the 2050 Parks and Recreation Fund. This appropriation provides funding to the Recreation Department for the design and construction of a LEED Gold Community Recreation Center in southeast Fort Collins.

   Adopted on Second Reading.

4. **Second Reading of Ordinance No. 071, 2026, Authorizing Transfers of Appropriations Between Lapsing and Non-Lapsing Accounts in the Transit Services Fund For Federal Transit Administration Section 5307 Awards.**

   This Ordinance, unanimously adopted on First Reading on June 16, 2026, transfers the associated local match between lapsing and non-lapsing accounts resulting from the exchange of project activities between two existing Federal Transit Administration ("FTA") Section 5307 grants, and to adjust prior appropriations to reflect final award amounts.

   Since this Ordinance was adopted on First Reading, staff has identified the need to reduce the amount of funds being transferred to a lapsing account from $2,236,764 to $2,201,514. The Ordinance as presented on Second Reading reflects the revised amount.

   Adopted on Second Reading.

5. **Second Reading of Ordinance No. 072, 2026, Appropriating Unanticipated Grant Revenue and Local Matching Funds for the Purchase and Installation of Battery Electric On-Route Bus Chargers.**

   This Ordinance, unanimously adopted on First Reading on June 16, 2026, appropriates $250,000 in unanticipated grant revenue awarded by the Denver Regional Council of Governments (DRCOG) for the purchase and installation of on-route battery electric bus chargers at the South Transit Center. This item also appropriates $51,969 in local match as required by the grant agreement. This appropriation is contingent upon execution of the associated grant agreement and includes a sunset date of December 31, 2026, if such agreements are not finalized.

   Adopted on Second Reading.

6. **Second Reading of Ordinance No. 073, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado Energy Office for the IMPACT Accelerator Grant Program.**

   This Ordinance, unanimously adopted on First Reading on June 16, 2026, appropriates $3,838,615 of unanticipated grant revenue from the Colorado Energy Office for the IMPACT Accelerator Grant Program. The funding will support transportation safety improvements and evaluation of building performance strategies, including community engagement, technical assistance, and implementation support.

   Adopted on Second Reading.

7. **Second Reading of Ordinance No. 074, 2026, Making a Supplemental Appropriation from the Colorado Department of Transportation Office of Transportation Safety and Risk Management for Police Services High Visibility Enforcement Grant Award.**

   This Ordinance, unanimously adopted on First Reading on June 16, 2026, appropriates $28,000 of unanticipated grant revenue from the Colorado Department of Transportation Office of Transportation Safety and Risk Management ("OTSRM") High Visibility Enforcement Grant Program (the "Grant"). Funding will support officer overtime for enforcement activities and personnel costs during community education and outreach events.

   Adopted on Second Reading.

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8. **Second Reading of Ordinance No. 075, 2026, Appropriating Prior Year Reserves for Negotiations to Acquire Property in Midtown for Economic Development Purposes.**

   This Ordinance, unanimously adopted on First Reading on June 16, 2026, appropriates $500,000 from General Fund Reserves for earnest money necessary to secure a Purchase and Sale Agreement, for the acquisition of a commercial property in midtown Fort Collins for purposes of economic development.

   Adopted on Second Reading.

9. **Second Reading of Ordinance No. 076, 2026, Reappropriating Grant Revenue from the Multimodal Transportation and Mitigation Options Fund and Authorizing Transfers of Appropriations for the Foothills Transit Station Project and Related Art in Public Places.**

   This Ordinance, unanimously adopted on First Reading on June 16, 2026, reappropriates $317,669 in existing Multimodal Transportation and Mitigation Options Fund (MMOF) grant revenue awarded by the North Front Range Metropolitan Planning Organization (NFRMPO) and appropriates $105,890 in local match as required by the grant agreement for the Foothills Transit Station project. This item also appropriates $1,059 for the Art in Public Places Program.

   Adopted on Second Reading.

10. **Second Reading of Ordinance No. 077, 2026, Repealing Ordinance No. 021, 2026, and Adding a New Section 1419 of the Fort Collins Traffic Code Relating to Driving Without a Current Driver's License.**

    This Ordinance, unanimously adopted on First Reading on June 16, 2026, repeals Ordinance No. 021, 2026, due to a typographical error in the Section number being added to the Traffic Code and adopts a new ordinance with the correct Section number.

    Adopted on Second Reading.

11. **Second Reading of Ordinance No. 078, 2026, Amending Section 26-149(b) of the Code of the City of Fort Collins to Correct a Land Use Code Section Citation Pertaining to Water Supply Requirement.**

    This Ordinance, unanimously adopted on First Reading on June 16, 2026, corrects a Land Use Code citation contained in Section 26-149(b) of the City Code.

    Adopted on Second Reading.

12. **Second Reading of Ordinance No. 079, 2026, Approving the Conveyance and Exchange of Real Property and Easement Interests Related to Meadow Springs Ranch.**

    This Ordinance, unanimously adopted on First Reading on June 16, 2026, authorizes property and easement exchange between the City and Scott and Christine Fortenberry (the "Fortenberrys") related to Meadow Springs Ranch (the "Ranch"). The exchange is intended to resolve longstanding access and boundary issues, provide the Fortenberry's property with direct access to County Road 92, and improve the City's operational control, security, and management of the primary access road serving the Ranch. The transaction includes the exchange of certain real property interests, easement interests, and quitclaim interests, together with a cash equalization payment based on appraised values. The exchange is subject to the terms of the Exchange Agreement attached to the Ordinance.

    Adopted on Second Reading.

13. **First Reading of Ordinance No. 081, 2026, Appropriating Unanticipated Revenue Received Through City Give.**

The purpose of this item is to request an appropriation of $124,482.46 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.

Adopted on First Reading.

14. **Items Relating to the North Mason Stormwater Project and Acquisition of Required Right-of-Way.**

A. Resolution 2026-092 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Fort Collins Urban Renewal Authority for the North Mason Stormwater Project.

B. First Reading of Ordinance No. 082, 2026, Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for the North Mason Stormwater Project and Associated Right-of-Way Acquisitions for North Mason Street and Related Art in Public Places.

The purpose of this item is to enable the City to receive and expend Fort Collins Urban Renewal Authority ("FCURA") funds and appropriate matching funds for the North Mason Stormwater project (the "Project"). The funds will be used to acquire right-of-way for North Mason Street between Hickory Street and Alpine Street as well as to design and construct a stormwater outfall system to serve the area. The right-of-way will provide for the installation of the stormwater outfall as well as provide access to the adjacent properties along North Mason. If approved, the item will: 1) authorize the City Manager to execute an intergovernmental agreement (the "IGA") for the Project with the URA; 2) appropriate $550,000 of FCURA funds for the Project for right-of-way acquisition; 3) appropriate $838,475 of Transportation Capital Expansion Fee (TCEF) funds to the Project for right-of-way acquisition; 4) appropriate $275 of Transportation Services Reserve Fund (TSRF) to the Project for right-of-way acquisition; and 5) transfer $13,750 (1% of new right-of-way Project funding) in capital project funds to the Art in Public Places (APP) program.

Resolution Adopted and Ordinance Adopted on First Reading.

15. **First Reading of Ordinance No. 083, 2026, Approving an Intergovernmental Agreement and Appropriating Unanticipated Grant Revenue from the Colorado Department of Public Health and Environment for the Indoor Radon Grant Program.**

The purpose of this item is to appropriate $7,793.18 of unanticipated grant revenue from the Colorado Department of Public Health and Environment (CDPHE) for the Indoor Radon Grant Program. The funding will support outreach and educational campaigns to increase radon awareness and provide radon test kits to residents.

Adopted on First Reading.

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16. **First Reading of Ordinance No. 084, 2026, Approving an Intergovernmental Agreement for Grant Funding and Making a Supplemental Appropriation of Grant Funds from the Colorado Department of Local Affairs and Authorizing Transfers of Appropriations for the Best and Brightest Undergrad Internship Pilot Program.**

The purpose of this item is to appropriate $3,000 of unanticipated grant revenue from the Colorado Department of Local Affairs (DOLA) for the Best and Brightest Undergrad Internship Pilot Program. The funding will support three Colorado State University undergraduate internships. This Ordinance also appropriates $3,000 from fund 100 and 605 to meet the local match requirements of the grant.

Adopted on First Reading.

17. **First Reading of Ordinance No. 086, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Public Safety Division of Homeland Security and Emergency Management for the Homeland Security Grant Program and Authorizing Related Agreements.**

The purpose of this item is to appropriate $51,450 of unanticipated grant revenue from the Colorado Department of Public Safety Division of Homeland Security and Emergency Management (DHSEM) for the Homeland Security Grant Program. The funding will support a digital fire extinguisher training system for Community Emergency Response Teams (CERT) and specialized cybersecurity training for Poudre Fire Authority.

Adopted on First Reading.

18. **First Reading of Ordinance No. 087, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Transportation – Office of Transportation Safety and Risk Management for the Law Enforcement Assistance Fund Grant Program.**

The purpose of this item is to appropriate $11,015.78 of unanticipated grant revenue from the Colorado Department of Transportation ("CDOT") Office of Transportation Safety and Risk Management for the Law Enforcement Assistance Fund ("LEAF") grant program. The funding will support the purchase of materials and equipment to support high visibility enforcement and impaired driving efforts.

Adopted on First Reading.

19. **Items Relating to the Connecting North College Project.**

A. Resolution 2026-093 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 Connecting North College Project.

B. Resolution 2026-094 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Colorado Department of Transportation for the Connecting North College Project.

C. First Reading of Ordinance No. 088, 2026, Appropriating Unanticipated Grant Revenue from the Nonattainment Area Air Pollution Mitigation Enterprise (NAAPME) for the Community Clean Transportation Assistance Program (CCTAP) Grant and Authorizing Transfers of Appropriations.

The purpose of this item is to enable the City to receive and expend State of Colorado Nonattainment Air Pollution Mitigation Enterprise ("NAAPME"), Colorado Department of Transportation ("CDOT"), and local funds for the Connecting North College project (the "Project"). The funding will support the feasibility and preliminary design of bicycle, pedestrian, and

connectivity improvements adjacent to North College Avenue as well as bicycle and pedestrian improvements along West Vine Drive.

If approved, the item will:

1) Authorize the City Manager to execute an intergovernmental agreement for the Project with NAAPME;

2) Authorize the City Manager to execute an intergovernmental agreement for the Project with CDOT;

3) Appropriate $528,275 of NAAPME Community Clean Transportation Assistance Program (CCTAP) grant funds for the Project; and

4) Appropriate $102,690 in matching funds to meet the cost-share requirement of the grant.

Both Resolutions Adopted and Ordinance Adopted on First Reading.

20. **Items Relating to Municipal Court Sentencing Penalties and Other Updates to the Criminal Code.**

A. First Reading of Ordinance No. 089, 2026, Amending Portions of Chapter 1 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

B. First Reading of Ordinance No. 090, 2026, Amending Portions of Chapter 4 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

C. First Reading of Ordinance No. 091, 2026, Amending Portions of Chapter 9 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

D. First Reading of Ordinance No. 092, 2026, Amending Portions of Chapter 17 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

E. First Reading of Ordinance No. 093, 2026, Amending Section 20-42 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

F. First Reading of Ordinance No. 094, 2026, Amending Sections 23-193 and 23-203 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

G. First Reading of Ordinance No. 095, 2026, Amending Sections of the Fort Collins Traffic Code to Align with State Law and Making Other Related Updates and Corrections.

The purpose of these items is to amend provisions of the City Code and Traffic 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 2 of the Municipal Court sentencing Code update.

There are additional amendments being made to a few of the Code sections to track state law updates that have been made to those charges over time. The proposed amendments formalize current practice, improve clarity, provide clear notice to the public, law enforcement and the court, and will ensure consistency in charging and sentencing.

All Ordinances Adopted on First Reading.

21. **First Reading of Ordinance No. 096, 2026, Amending Section 2-31(a)(5) of the Code of the City of Fort Collins to Update the Cross Reference to Telecommunication Facilities and Services.**

The purpose of this item is to update a reference in City Code Section 2-31(a)(5) to refer to the correct City Code Section.

Adopted on First Reading.

22. **First Reading of Ordinance No. 097, 2026, Authorizing the City Manager to Execute an Agreement With Cargill, Inc., Regarding Exchanging 11.5 Arthur Irrigation Company Shares for Water Supply Requirement Credit.**

The purpose of this item is for Council to approve the Agreement Between Cargill, Inc. and the City of Fort Collins Regarding Exchanging 11.5 Arthur Irrigation Company shares for Water Supply Requirement Credit. The exchange of Arthur Irrigation Company shares for Water Supply Requirement credit proposed in the agreement will eliminate the need for expensive repair and maintenance issues on the Cargil Lateral while still providing water to meet Cargill, Inc.'s needs without injury to the City or its Water Utility rate payers.

Adopted on First Reading.

23. **First Reading of Ordinance No. 098, 2026, Authorizing the Conveyance of City-Owned Real Property Located at 314 North Howes Street in Support of Affordable Housing Development.**

The purpose of this item is to approve the conveyance of City property to Housing Catalyst to develop affordable housing. City staff has identified a site for potential partnership with Housing Catalyst to produce a plan for redevelopment of 314 North Howes Street (the "Property'), focusing on affordable housing. On April 21, 2026, Resolution 2026-060 to approve an Option Agreement for the potential sale of the property was adopted by Council. The Property is currently owned by the City and supports EcoThrift, which is a private tenant, and has been evaluated for possible disposition to Housing Catalyst. The current tenant's lease expires on September 30, 2026. City staff negotiated an Option Agreement with Housing Catalyst with the intention to convey 314 North Howes to Housing Catalyst at nominal consideration in support of affordable housing. On June 9, 2026, Housing Catalyst delivered Notice of Exercise of Option to Purchase Real Property to the City. The proposed Ordinance approves the execution of an agreement to facilitate disposition of 314 N. Howes Street to Housing Catalyst. The rationale for this proposal is outlined in the background and discussion section. The original Resolution is also attached to this Agenda Item Summary.

Adopted on First Reading.

24. **First Reading of Ordinance No. 099, 2026, Approving the Addition of Permitted Uses Associated with the Rigden Farms Sixth Filing Major Amendment and Final Development Plan FDP260002.**

The purpose of this item is to present an Addition of Permitted Uses (APU) and combined Major Amendment and Final Development Plan (FDP) which proposes to have pigs graze part of a tract owned by the Rigden Farm Homeowners Association (HOA). The applicant (AloTerra Restoration Services) proposes to use up to 15 pigs to eat the extensive seedbank of the troublesome weed, Kochia scoparia (kochia) in 0.8 acres of this 3.96-acre park space during the growing seasons for a two to five-year period. A Modification of Standard was requested to permit an electric fence associated with the pigs.

The Council's decision on the proposed APU is a quasi-judicial decision governed by the standards in the Land Use Code. If considered on the consent agenda, a public hearing is deemed to have been open and closed, with the only evidence considered being that set forth in the agenda item summary and the attachments thereto, including the staff report and public comment. If the APU is pulled from the consent calendar, Council will conduct a public hearing pursuant to the Council Rules of Procedure. If Council votes down the Ordinance, a second motion formally stating denial of the application for the addition of a permitted use would be appropriate.

The site is located in the Low-Density Mixed-Use Neighborhood (LMN) zone district. The proposed land use, Farm Animals, is not a permitted use in the LMN district, so this proposal is subject to an Addition of Permitted Uses and Major Amendment with a Type 2 (Planning and Zoning Commission) hearing for a recommendation to City Council for a decision.

Staff has heard significant public comment on this proposal. While much of the feedback has been supportive of the pigs, some neighbors have grievances, citing previous problems with odor and noise, and a general lack of trust of the applicant team's abilities and intentions. In order to address these concerns, staff worked closely with the applicant to ensure robust noise and odor mitigation strategies in the Site and Management Plan. Staff and the applicant also worked to ensure the Site and Management Plan included animal husbandry procedures in alignment with recommendations from the Larimer Public Health Department and NOCO Humane.

On June 18, 2026, the Planning and Zoning Commission voted 5-1 to approve the Site and Management Plan (FDP260002) and 5-1 to approve the Modification of Standard for the electric fence. The Commission also voted 5-1 to recommend Council approval of the Addition of Permitted Use for the Farm Animals.

If this item is pulled from the Consent Calendar for individual discussion, under Section 2.d. of the Council Rules of Procedure, the hearing procedure for Addition of Permitted Uses applications would be as follows:

(1) Announcement of item;

(2) Consideration of any procedural issues;

(3) Explanation of the application by City staff;

(4) Presentation by the applicant and/or by the affected property owner (if not the applicant);

(5) Public testimony regarding the application;

(6) Rebuttal testimony by the applicant/property owner;

(7) Councilmember questions of City staff, the applicant/property owner and other comments; and

(8) Motion, discussion and vote by City Council.

Adopted on First Reading.

25. **Resolution 2026-095 Adopting the One Water Utility Long-Term Water Rental Policy.**

The purpose of this item is for Council to adopt the One Water Utility Long-Term Water Rental Policy that provides guidance for the consideration, evaluation, and approval of long-term (greater than one-year) water rental agreements. Currently, the Utility follows the long-standing practice of executing one-year rental agreements through City Council authorization when there are excess supplies. Under this Long-Term Water Rental Policy, long-term water rental requests could be considered, and if determined viable by the Utility Water Resources Manager, proposed agreements would require review and approval by Council.

Moved to Discussion.

26. **Resolution 2026-096 Approving FoCo Creates Grant Disbursements**

The purpose of this item is to approve FoCo Creates (formerly Fort Fund) grants from the Cultural Development and Programming Account and the Tourism Programming Account for the randomly-selected recipients of the Artist Opportunity Grant category.

Adopted.

27. **Resolution 2026-097 Approving an Intergovernmental Agreement with Platte River Power Authority and Other Owner Communities for Distributed Energy Resources Programs and Projects.**

The purpose of this item is to update an Intergovernmental Agreement (IGA) with Platte River Power Authority and owner communities to support programs and projects for community wide distributed energy resources. This IGA modernizes the partnership by updating governance and funding mechanisms, identifies programs and projects as components of an integrated Distributed Energy Resources (DER) strategy, and outlines the data sharing necessary to support the next generation of community electricity management and energy transition.

Adopted.

28. **Resolution 2026-098 Approving Two Intergovernmental Agreements with the State of Colorado Relating to Conflict Transformation Works.**

The purpose of this item is to approve two agreements with the State of Colorado relating to Conflict Transformation Works.

If approved, the Resolution will authorize the City Manager to execute an intergovernmental agreement with the Colorado Division of Criminal Justice for Restorative Justice Services provided by Conflict Transformation Works. The grant will support personnel costs for the Restorative Justice Specialist and the Conflict Transformation Works Program Assistant for their work directly related to the grant funded activities. Council previously appropriated $35,120 to allow expenditure of these grant funds, through Ordinance No. 064, 2026.

The Resolution also authorizes the City Manager to sign a services agreement with the Colorado Judicial Department Office of the State Court Administrator to provide restorative justice services for adults on probation in the 8th Judicial District. The services will be provided by Conflict Transformation Works. The services agreement establishes per hour and per case rates that the State will pay to the City for the restorative justice services.

Adopted.

29. **Resolution 2026-099 Approving Expenditures to Commission an Artist to Create a Mural for the Poudre River Whitewater Park Pursuant to the Art in Public Places Program and Approving the Mural.**

The purpose of this item is to approve the Poudre River Whitewater Mural Art in Public Places Whitewater Mural Project, based upon the recommendations of the Arts and Culture Board.

Adopted.

DRAFT

30. **Resolution 2026-100 Supporting Fort Collins Police Services' Grant Application for the 2026-27 Peace Officers Behavioral Health Support Funding.**

The purpose of this item is to obtain Council support for Police Services to apply for the Colorado Department of Local Affairs Peace Officers Behavioral Health Support and Community Partnerships Grant.

Adopted.

31. **Resolution 2026-101 Making an Appointment to the Energy Board.**

The purpose of this item is to fill one vacancy on the Energy Board.

Adopted.

32. **Items Relating to Clean Fleet Vehicle and Technology Grant Program.**

A. Resolution 2026-102 Approving an Intergovernmental Agreement for the Clean Fleet Vehicle and Technology Grant Program.

B. First Reading of Ordinance No. 100, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Public Health and Environment and Authorizing Transfers for the Clean Fleet Vehicle and Technology Grant Program.

The purpose of this item is to appropriate $1,806,281 of unanticipated grant revenue from the Colorado Department of Public Health and Environment for the Clean Fleet Vehicle and Technology (CFVT) grant program. The funding will support the replacement of 13 end of life vehicles across varies city operations. This item also appropriates $921,914 in matching funds to meet the cost-share requirement of the grant.

Resolution Adopted and Ordinance Adopted on First Reading.

END OF CONSENT CALENDAR

Mayor Pro Tem Pignataro moved, seconded by Councilmember Nelsen, to approve the recommended actions on items 1-32, minus Item 25, on the Consent Calendar.

The motion carried 7-0.

K) CONSENT CALENDAR FOLLOW-UP

Councilmember Nelsen spoke regarding Item No. 23, *First Reading of Ordinance No. 098, 2026, Authorizing the Conveyance of City-Owned Real Property Located at 314 North Howes Street in Support of Affordable Housing Development*, noting EcoThrift serves a waste diversion function not provided by other commercial thrift stores. She stated it is exactly the type of business model needed to reach the City's climate goals.

Councilmember Hoeven stated she hopes the community will continue to work together regarding the Rigden Farm grazing issue. She also congratulated the three interns that were selected as part of Item No. 16, *First Reading of Ordinance No. 084, 2026, Approving an Intergovernmental Agreement for Grant Funding and Making a Supplemental Appropriation of Grant Funds from the Colorado Department of Local Affairs and Authorizing Transfers of Appropriations for the Best and Brightest Undergrad Internship Pilot Program*.

L) STAFF REPORTS – None.

M) COUNCILMEMBER REPORTS

Councilmember Melanie Potyondy

- Spoke with the latest cohort of Adelante Youth Fellowship who are provided opportunities to be paired with various employers and agencies in the community to build leadership skills.
- Reported on a CBS News article regarding improved and more consistent flows in the Poudre River and thanked those involved from the City.

Councilmember Josh Fudge

- Attended the Front Range Passenger Rail brand launch in Denver.
- Reminder of the Kids in the Park event on July 31st at Twin Silo Park.

Mayor Emily Francis

- Thanked the City for hosting the 4th of July festivities.
- Noted there will not be a meeting on August 4th due to Neighborhood Night Out.

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

25. **Resolution 2026-095 Adopting the One Water Utility Long-Term Water Rental Policy.**

The purpose of this item is for Council to adopt the One Water Utility Long-Term Water Rental Policy that provides guidance for the consideration, evaluation, and approval of long-term (greater than one-year) water rental agreements. Currently, the Utility follows the long-standing practice of executing one-year rental agreements through City Council authorization when there are excess supplies. Under this Long-Term Water Rental Policy, long-term water rental requests could be considered, and if determined viable by the Utility Water Resources Manager, proposed agreements would require review and approval by Council.

PUBLIC COMMENT

None.

COUNCIL QUESTIONS/COMMENTS

Councilmember Potyondy questioned whether the framework is seeking to solve a problem that does not exist. She acknowledged the importance of regional partnerships but requested assurance that expectations with other entities that might compromise Fort Collins' duties to its ratepayers are not being established. She questioned the level of objectivity in the plan and about what circumstances would make a multi-year lease worth considering. She also asked if there are concrete ways that surplus water would be defined upon which the referral for a five-year commitment would be considered over the annual commitment that is currently being used. Jen Dial, One Water Water Resources Manager, replied supply and demand is projected on a monthly basis based on hydrologic conditions, and the same factors are considered when looking at a five-year commitment, though there would be a more conservative approach given dryer recent years.

Councilmember Potyondy asked if there are specific numerical thresholds. Dial replied actual yields and demand data are considered.

Councilmember Potyondy asked if historical data is less reliable given climate change. Dial replied greater variability and a change of timing of peak stream flow has been seen, which is why

various scenarios are considered. She stated updated climate and demand modeling and projections are being developed.

Councilmember Potyondy asked if there is a specific percentage of the City's water portfolio that could be committed to leases without reducing resilience. Dial replied conservative estimates of the surplus are made annually based on hydrology, and there is no exact percentage of what could be made available each year.

Councilmember Potyondy asked how the plan would react if the City was in the middle of a five-year commitment to another municipality and water supplies are tight but not quite meeting the threshold for a shortage. Dial replied all customers' demands are being met if a shortage has not been declared; therefore, there is no risk in continuing to meet an obligation.

Councilmember Potyondy noted the plan would allow Fort Collins to rescind a water lease if conditions change and asked how that would be navigated. Dial replied the entire region would likely be facing a difficult time should that situation arise, and there would be a need to communicate having more water efficiency regionally. Additionally, Fort Collins is responsible for meeting its customers' needs prior to meeting the needs of another service area.

Councilmember Potyondy asked about possible revenue implications of extending a lease from year-to-year to a five-year lease. Dial replied those terms are not detailed in the framework as each agreement is negotiated on several different variables. She stated the Town of Windsor has existing agreements with the Cities of Loveland and Greeley for guaranteed annual payments and additional payments per acre-foot of water used.

Councilmember Potyondy asked if Windsor is under resourced for its population. Dial replied Windsor is dependent on Glade Reservoir, which has now been delayed, so it is attempting to gain as much certainty as possible with agreements with other municipalities.

Councilmember Potyondy noted a longer-term lease would come before Council and stated the annual leases that allow for more flexibility feel comfortable, particularly considering unpredictability in climate and water availability.

Councilmember Fudge thanked Councilmember Potyondy for her questions. He asked if the policy would require the agreements to have a provision that water rentals would not be permitted during level one through four water restrictions. Dial replied in the affirmative.

Councilmember Fudge stated having the water needed by Fort Collins customers is important and he appreciates being able to help neighbors and generate revenue when it makes sense.

Councilmember Hoeven commented on Item No. 22, *First Reading of Ordinance No. 097, 2026, Authorizing the City Manager to Execute an Agreement With Cargill, Inc., Regarding Exchanging 11.5 Arthur Irrigation Company Shares for Water Supply Requirement Credit*, which emphasized annual amounts of water. She stated she feels more comfortable with annual leases versus five-year leases. Dial noted that despite this year being extremely dry, Fort Collins still has about 2,000 acre-feet of surplus supplies. She also stated that in the next five years, the gap between the supply and demand is rather large unless there is a very worst-case scenario.

Councilmember Hoeven stated she is extremely concerned about the dry conditions.

Mayor Francis noted Fort Collins has a strong water portfolio and noted excess water cannot be stored for years; therefore, there is a need to use it, and leasing it is a good option, particularly to help out regional neighbors. Additionally, she noted there are provisions that would end a lease if the situation gets worse. She stated she is comfortable with the proposal.

Councilmember Potyondy asked if a different configuration of storage possibilities with either Glade or Halligan Reservoir would change what would be considered as excess supply. Dial replied either of those scenarios would change how much water could be retained in storage to look at future demand. She also noted the amount of surplus water will change over time and there may be a need for the policy to be revised.

Nicole Poncelet-Johnson, One Water Executive Director, added that each longer-term lease would be brought before Council with justification and additional data. Additionally, she noted the framework is built so Fort Collins would not be responsible for supplying water in a drought year.

Mayor Pro Tem Pignataro moved, seconded by Councilmember Nelsen, to adopt Resolution 2026-095 Adopting the One Water Utility Long-Term Water Rental Policy.

The motion carried 7-0.

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION

33. **Second Reading of Ordinance No. 068, 2026, Authorizing the Transfer of Appropriated Grant Funds for the Colorado Department of Local Affairs Grant Award to Develop a New Fort Collins Housing Action Plan.**

This Ordinance, unanimously adopted on First Reading on June 16, 2026, transfers appropriated matching grant funds for the Colorado Department of Local Affairs Housing Planning Program grant award from a lapsing budget to a non-lapsing budget within the same fund.

Mayor Francis withdrew from the discussion of this item due to a conflict of interest.

PUBLIC COMMENT

Rich Stave questioned whether a lapsing budget moving to a non-lapsing budget equates to a full-time employee and questioned where funds come from and where they go.

COUNCIL QUESTIONS/COMMENTS

None.

Councilmember Potyondy moved, seconded by Councilmember Nelsen, to adopt Ordinance No. 068, 2026, Authorizing the Transfer of Appropriated Grant Funds for the Colorado Department of Local Affairs Grant Award to Develop a New Fort Collins Housing Action Plan, on Second Reading.

The motion carried 6-0.

34. **Second Reading of Ordinance No. 080, 2026, Making a Supplemental Appropriation from the Colorado Department of Local Affairs, Authorizing a Transfer of Appropriated Funds, and Approving an Intergovernmental Agreement for the Transit Oriented Communities Infrastructure Program.**

This Ordinance, unanimously adopted on First Reading on June 16, 2026, appropriates $792,434 of unanticipated grant revenue from the Colorado Department of Local Affairs for the Transit Oriented Communities Infrastructure Grant Program. Funding will be used to construct infrastructure to support the affordable housing development Switchgrass Crossing.

Mayor Francis withdrew from the discussion of this item due to a conflict of interest.

PUBLIC COMMENT

None.

COUNCIL QUESTIONS/COMMENTS

None.

Councilmember Potyondy moved, seconded by Councilmember Nelsen, to adopt Ordinance No. 080, 2026, Making a Supplemental Appropriation from the Colorado Department of Local Affairs, Authorizing a Transfer of Appropriated Funds, and Approving an Intergovernmental Agreement for the Transit Oriented Communities Infrastructure Program, on Second Reading.

The motion carried 6-0.

35. **First Reading of Ordinance No. 101, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado Department of Local Affairs and Authorizing Transfers of Appropriations for the Accessory Dwelling Unit Grant Program.**

The purpose of this item is to appropriate $157,000 of unanticipated grant revenue from the Department of Local Affairs (DOLA) for the Accessory Dwelling Unit Grant Program. Funding will support the development of accessory dwelling unit (ADU) design plans and provide eligible fee waivers. This item also appropriates $83,000 from the 2050 City Climate Tax to meet the cost-share requirement.

Mayor Francis withdrew from the discussion of this item due to a conflict of interest.

PUBLIC COMMENT

Rich Stave stated Fort Collins residents were not especially supportive of expanding accessory dwelling unit allowances and questioned why Fort Collins now must take State funds to expand the accessory dwelling unit program. He also questioned the definition of eligible fee waivers and the purpose of the item.

COUNCIL QUESTIONS/COMMENTS

Councilmember Fudge asked if there are existing criteria for fee waivers or if the fee waivers would be created as part of this. Clay Frickey, Planning Director, replied the fee waiver eligibility would be created as part of the program.

Councilmember Fudge noted the original 25% match that Council approved to apply for the grant has now become closer to a 34% match and asked about that change. Frickey replied the increase allowed access to additional fee waivers to help better support the program and grant application.

Councilmember Fudge thanked staff for the memo that explained the use of 2050 climate tax funds.

Councilmember Potyondy stated she feels less comfortable with the use of 2050 climate tax funds despite being very supportive of infill ADU's. She stated she would feel more comfortable using affordable housing dollars as the match and maintaining the climate tax dollars for explicit climate initiatives. Frickey replied the climate tax dollars were proposed to be used as a match as it offers the opportunity to get accessory dwelling units that are meeting the energy efficiency targets. He

noted the dollars are already appropriated; therefore, no new climate tax funds would be going to the ADU program as the match.

Councilmember Potyondy requested some additional clarification prior to Second Reading regarding whether the funding source could be shifted.

Councilmember Hoeven asked if the designed 2030 project is part of parks, recreation, or transit, which are mentioned as the 2050 tax categories. Brian Tholl, Energy Services Director, replied the designed 2030 project is funded specifically from the climate portion of the 2050 tax dollars; therefore, the language may need to be reviewed. City Manager DiMartino clarified the 2050 is the Parks, Climate, and Transit tax, which is always referenced in full, though these dollars are only coming from the climate portion.

Councilmember Conway thanked Councilmember Potyondy for her questions. He stated the staff memo helped clarify the use of the climate tax funds and supported their use.

Councilmember Nelsen thanked Councilmember Potyondy for her questions. She noted the built environment is responsible for almost half of annual emissions worldwide, and about 1/3 of annual emissions is generated during the operation of buildings; therefore, any options to make buildings more energy efficient are important, and there is a strong link with climate goals for this program.

Councilmember Potyondy requested a brief follow-up in terms of quantifying the climate or emissions impacts of more efficient ADU's.

Councilmember Nelsen suggested the team that is developing the plans carefully consider flexibility in building orientation.

Councilmember Fudge stated it will be helpful to have preapproved ADU designs.

Mayor Pro Tem Pignataro expressed support for the use of the funds for this program.

Councilmember Potyondy moved, seconded by Councilmember Nelsen, to adopt Ordinance No. 101, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado Department of Local Affairs and Authorizing Transfers of Appropriations for the Accessory Dwelling Unit Grant Program, on First Reading.

The motion carried 6-0.

36. **First Reading of Ordinance No. 102, 2026, Waiving Basic Development Review and Associated Development Standards Under Land Use Code Section 4.3.4(F)(6) to Facilitate the Larimer County-Led Plugging and Abandonment of Orphaned Oil and Gas Wells in Northeast Fort Collins.**

The purpose of this item is to waive Basic Development Review requirements and associated development standards under Land Use Code (LUC) Section 4.3.4(F)(6) to facilitate the Larimer County-led plugging and abandonment of orphaned oil and gas wells within Fort Collins city limits.

STAFF PRESENTATION

Kirk Longstein, Senior Environmental Planner, discussed the history of oil and gas operations and regulation in Fort Collins. He outlined the first of its kind $5.2 million grant and intergovernmental agreement with the Energy and Carbon Management Commission and Larimer County to plug and abandon orphaned gas wells in northeast Fort Collins. He stated this item specifically relates to waiving the Basic Development Review requirements and associated Land Use Code

development standards to facilitate the Larimer County-led plugging and abandonment of orphaned wells. He stated staff is recommending adoption of the Ordinance on First Reading.

PUBLIC COMMENT

None.

COUNCIL QUESTIONS/COMMENTS

Councilmember Conway asked why Basic Development Review was required at all for plugging the wells. Longstein replied the Code was essentially seen as providing additional oversight for developers in the community that were doing the plugging and abandonment work; however, when the Code was adopted, this type of grant structure for another government entity taking on the work was not anticipated.

Councilmember Conway commended the creative work on solving this problem which has been a large concern in the northeast Fort Collins community.

Councilmember Fudge noted he is an employee of Larimer County, though his vote does not impact anything related to his employment; therefore, he does not believe he has a conflict.

Councilmember Potyondy stated this is a good news item.

Councilmember Nelsen expressed support for the Ordinance as written. She thanked the Air Quality Advisory Board for its very thorough memo and thanked Larimer County for its partnership.

Mayor Francis concurred this is a good news item.

Mayor Pro Tem Pignataro moved, seconded by Councilmember Potyondy, to adopt Ordinance No. 102, 2026, Waiving Basic Development Review and Associated Development Standards Under Land Use Code Section 4.3.4(F)(6) to Facilitate the Larimer County-Led Plugging and Abandonment of Orphaned Oil and Gas Wells in Northeast Fort Collins, on First Reading.

The motion carried 7-0.

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.)

Mayor Francis recognized Taryn, the City's Graduate Assistant, and noted this is her last Council meeting as she had been accepted into a PhD program at the University of Denver.

OB 2. **Consideration of a Motion to go into Executive Session to Discuss Potential Incentive Negotiation Approach and Strategy:**

Mayor Pro Tem Pignataro moved, seconded by Councilmember Nelsen, that Council go into executive session to discuss with appropriate City staff:

the City's negotiating position for potential business incentives for a project, and developing strategy for those negotiations, and instructing negotiators, pursuant to:

- City Charter Article Two, Section Eleven, Subsection Five,

- City Code Section 2-31(a)(6), and

- Colorado Revised Statutes Section 24-6-402 subsection (4)(e)(I).

The motion carried 7-0.

R) ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 9:02 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

DRAFT

File Attachments for Item:

2. Second Reading of Ordinance No. 081, 2026, Appropriating Unanticipated Revenue Received Through City Give.

This Ordinance, unanimously adopted on First Reading on July 21, 2026, requests an appropriation of $124,482.46 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.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Emily Land, Director of Philanthropy & Strategic Partnerships

SUBJECT

Second Reading of Ordinance No. 081, 2026, Appropriating Unanticipated Revenue Received Through City Give.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 21, 2026, requests an appropriation of $124,482.46 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 Second Reading.

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 $124,482.46 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 City 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 $124,482.46 have been received in 2026 for various programs. These gifts include: $6,560.56 from various individual donors to benefit the Utility Payment Assistance Fund; $62,500 from Elevations Credit Union to support various recreation events and the Lincoln Center; $1,500 from the Fort Collins Area Chamber, $7,500 from Motorola Solutions, and $2,000 from Haas Alert to support the 2026 Police Leaders Summit; $14,220 from AARP to benefit Environmental Sustainability; $3,000 from HSD Law to support Open Streets; and $27,201.90 from various individual donors to benefit various programs including: Police Services K-9 Unit, Art in Public Places, The Gardens on Spring Creek, and Forestry.

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 $124,482.46 and authorize expenditures against those revenues for the purposes and in the amounts as directed by donors to support various City departments to support a range of programs and services.

Fund	Project	Amount	Lapsing/Non-Lapsing
Arts and Culture Fund	LC Season Sponsorship	$30,000.00	Lapsing
Arts and Culture Fund	GOSC	$701.90	Non-Lapsing
Arts and Culture Fund	Poudre River Whitewater Park Mural	$25,000.00	Non-Lapsing
General Fund	Tribute Tree	$500.00	Non-Lapsing
General Fund	Police Leaders Summit	$7,500.00	Lapsing
General Fund	Environmental Sustainability	$14,220.00	Lapsing
General Fund	Police Leaders Summit	$2,000.00	Lapsing
General Fund	Police Leaders Summit	$1,500.00	Lapsing
General Fund	K9-Unit	$1,000.00	Lapsing
Light & Power Fund	Payment Assistance Fund	$2,286.85	Non-Lapsing
Light & Power Fund	Payment Assistance Fund	$2,150.45	Non-Lapsing
Light & Power Fund	Payment Assistance Fund	$2,123.26	Non-Lapsing
Recreation Fund	Multi Event Sponsorship	$20,000.00	Lapsing
Recreation Fund	Multi Event Sponsorship	$7,500.00	Lapsing
Recreation Fund	Multi Event Sponsorship	$5,000.00	Lapsing
Transportation Fund	Open Streets	$3,000.00	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

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 081, 2026

ORDINANCE NO. 081, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED 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 of this Ordinance 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 wishes to designate an appropriation in the Light & Power Fund for the Payment Assistance Fund, $500.00 of the appropriations in the General Fund for the Tribute Tree program, and $25,701.90 of the appropriations in the Arts and Culture Fund for the Gardens on Spring Creek and the Poudre River Whitewater Park Mural, 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, as further described in Section 2 of this Ordinance.

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 and Culture Fund	$	55,701.90
General Fund	$	26,720.00
Light & Power Fund	$	6,560.56
Recreation Fund	$	32,500.00
Transportation Fund	$	3,000.00

Section 2. The $6,560.56 appropriation in the Light & Power Fund, which is for the Payment Assistance Fund, $500.00 of the appropriations in the General Fund, which is for the Tribute Tree program, and $25,701.90 of the appropriations in the Arts and Culture Fund, which are for the Gardens on Spring Creek ($701.90) and the Poudre River Whitewater Park Mural ($25,000.00), 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 July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Dianne Criswell

Exhibit: None

File Attachments for Item:

3. Second Reading of Ordinance No. 082, 2026, Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for the North Mason Stormwater Project and Associated Right-of-Way Acquisitions for North Mason Street and Related Art in Public Places.

This Ordinance, unanimously adopted on First Reading on July 21, 2026, enables the City to receive and expend Fort Collins Urban Renewal Authority ("FCURA") funds and appropriate matching funds for the North Mason Stormwater project (the "Project"). The funds will be used to acquire right-of-way for North Mason Street between Hickory Street and Alpine Street as well as to design and construct a stormwater outfall system to serve the area. The right-of-way will provide for the installation of the stormwater outfall as well as provide access to the adjacent properties along North Mason. If approved, the item will: 1) appropriate $550,000 of FCURA funds for the Project for right-of-way acquisition; 3) appropriate $838,475 of Transportation Capital Expansion Fee (TCEF) funds to the Project for right-of-way acquisition; 4) appropriate $275 of Transportation Services Reserve Fund (TSRF) to the Project for right-of-way acquisition; and 5) transfer $13,750 (1% of new right-of-way Project funding) in capital project funds to the Art in Public Places (APP) program.

July 21, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Marcy Yoder, Senior Manager, Neighborhood Services
Carisa Clinton, Manager, Grants Administration

SUBJECT

Second Reading of Ordinance No. 082, 2026, Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for the North Mason Stormwater Project and Associated Right-of-Way Acquisitions for North Mason Street and Related Art in Public Places.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 21, 2026, enables the City to receive and expend Fort Collins Urban Renewal Authority ("FCURA") funds and appropriate matching funds for the North Mason Stormwater project (the "Project"). The funds will be used to acquire right-of-way for North Mason Street between Hickory Street and Alpine Street as well as to design and construct a stormwater outfall system to serve the area. The right-of-way will provide for the installation of the stormwater outfall as well as provide access to the adjacent properties along North Mason. If approved, the item will: 1) appropriate $550,000 of FCURA funds for the Project for right-of-way acquisition; 3) appropriate $838,475 of Transportation Capital Expansion Fee (TCEF) funds to the Project for right-of-way acquisition; 4) appropriate $275 of Transportation Services Reserve Fund (TSRF) to the Project for right-of-way acquisition; and 5) transfer $13,750 (1% of new right-of-way Project funding) in capital project funds to the Art in Public Places (APP) program.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

FCURA has a long history of strategic financial partnerships with the City of Fort Collins to accelerate or enable public infrastructure projects in the North College Urban Renewal Plan Area. These partnerships include:

- North College Avenue Streetscape Project
- Northeast College Corridor Outfall Project
- Poudre River Whitewater Park
- Vine and Jerome Enhanced Pedestrian/Bicycle Crossing

Specific to the Project area (**Attachment 1**), a drainage analysis and report for the North Mason neighborhood was initially completed in 2006 by Ayres and Associates. The Project area was known at

that time as the North College Drainage Improvement District ("NCDID"). In 2017, the Authority funded an update to the analysis, and in 2019 contributed to ongoing design work.

Through this analysis, the North Mason Street neighborhood was determined to lack stormwater infrastructure sufficient for redevelopment, meaningful renovations, or expansions of existing structures. Five logical steps have guided the work:

1. Design the basin and stormwater infrastructure (30% complete)
2. Determine a feasible location and alignment of the future infrastructure (complete)
3. Acquire the public right-of-way for the preferred alignment (pending)
4. Install the stormwater and outfall infrastructure (future)
5. Construct the streets and sidewalks (future)

In other words, the general objectives of the Project are to bring the area up to stormwater standards found in the rest of the City, encourage reinvestment in the neighborhood, build safe sidewalks and bikeable streets, as well as create a proud sense of place for residents.

The City and the FCURA began work on acquiring right-of-way for North Mason Street, between Alpine and Hickory Streets, in 2019. Prior appropriations to the Project included City funding of $400,000, FCURA funding of $300,000, and a development contribution of $37,961. The City's Engineering Department led the effort to research and evaluate options for the future alignment of North Mason Street. There was a Project delay during the pandemic as well as the need to focus on the alignment of North Mason Street north of Hickory Street to coordinate with the Fort Collins Rescue Mission ("FCRM"). Ultimately, the existing funding was used primarily to identify the City's preferred alignment for North Mason Street (FCRM to Alpine Street), conduct outreach to the impacted property owners and the public, and finally to acquire the needed right-of-way north of Hickory Street to enable the FCRM project to move forward.

The remainder of the Project is ready to commence with the final three phases and FCURA has committed to a financial partnership with the City to complete the final steps:

- (A) Right-of-way ("ROW") acquisitions, $1,375,000
- (B) Stormwater infrastructure and outfall remaining design and construction, $12,700,000
- (C) Street/roadway design and construction, $4,225,000 (2025 dollars, does not include inflation for future years)
- Total Project, $18,300,000

The total Project cost is estimated to be $18,300,000 and the total FCURA investment requested is $5,050,000. The FCURA and City staff have suggested a phased approach to the FCURA contributing to the overall Project. The FCURA would contribute to the ROW acquisitions (A) and the stormwater infrastructure and outfall (B) at this time with the possibility of contributing to the street/roadway (C) if funding is available in the future. If the FCURA is unable or unwilling to contribute to the street/roadway (C) part of the Project, North Mason Street would be constructed by new development, not unlike most two-lane collector streets. The ROW acquisitions portion (A) of the Project will be managed by the Transportation Planning and Engineering (TPE) Department. The stormwater infrastructure and outfall portion (B) of the Project will be managed by One Water. The future street/roadway portion (C) of the Project will be managed by TPE.

FCURA Contribution

The FCURA contribution recommended by City and FCURA staff totals $4,750,000 to offset a portion of two costs: the acquisition of ROW, for the future North Mason Street and the stormwater infrastructure. The NCDID stormwater infrastructure will be constructed in this ROW, and eventually the roadway improvements will be constructed. The proposal assumes contributing funds over time, starting with

$550,000 towards ROW acquisition in 2026 and equal contributions towards stormwater of $2,100,000 in each of 2027 and 2028.

City Contribution

The City is being asked to contribute 60% of the ROW acquisition (A) cost, $825,000. TPE staff have identified that there are Transportation Capital Expansion Fee (TCEF) funds available for use as the City's match. The City is being asked to contribute approximately two-thirds of the stormwater infrastructure and outfall (B) cost, $8,500,000.

Intergovernmental Agreement Overview

The IGA attached to the Resolution as Exhibit A, describes FCURA's and the City's contributions towards the Project as well as other terms and conditions. These include:

- Contribution & Funding:
    - A contribution of forty percent (40%) up to $550,000 of the total ROW acquisition cost; and
    - A contribution of thirty-four percent (34%) up to $4,200,000 of the stormwater improvements cost.
- Funding of the $4,200,000 contribution towards stormwater improvements will be contingent upon City appropriation of its portion of the funds necessary to completely fund the stormwater infrastructure. This appropriation will be proposed as part of the 2027/2028 City budget.
- States that FCURA is not nor will it be party to any eminent domain proceedings associated with ROW acquisition.
- States the City:
    - Will own and operate the improvements constructed by the Project; and
    - Clearly indicate where the funds need to be transferred to ensure the funds remain non-lapsing throughout the construction of the Project.
- Allows FCURA the opportunity to take possession of any surplus land acquired during ROW acquisition.

CITY FINANCIAL IMPACTS

The following is a summary of the project funding anticipated for design and construction for the North Mason Stormwater project. The funding is divided into two separate capital project funds: one for the ROW acquisitions (A) and one for the stormwater infrastructure and outfall (B).

The total fund amount for the ROW acquisitions (A) is $2,105,961 composed of prior funds that were appropriated and transferred as well as funds appropriated or transferred with this action. The transfer to the APP program for the ROW acquisition is calculated on this total fund amount.

Prior Appropriated or Transferred Funds (Right-of-Way Project)		
Transportation Capital Expansion Fee (TCEF) Funds	$	399,120
Transportation Services Reserve Fund (TSRF)	$	880
Urban Renewal Authority (URA) Funds	$	300,000
Art in Public Places (APP) Program	$	(7,000)
Development Contribution	$	37,961
Total Prior Appropriations or Transfers	**$**	**730,961**

Funds to be Appropriated or Transferred		
Urban Renewal Authority (URA) Funds	$	550,000
Transportation Capital Expansion Fee (TCEF) Funds	$	838,475
Transportation Services Reserve Fund (TSRF)	$	275
Net Total Project Funds to be Appropriated or Transferred	**$**	**1,388,750**

Proposed Transfer to Art in Public Places (APP) Program	**$**	**13,750**

Total Capital Project Funds (Right-of-Way Project)	**$**	**2,105,961**

The total fund amount for the stormwater infrastructure and outfall (B) is $12,700,000 composed of prior funds that were appropriated and transferred, future appropriations from the Stormwater Utility fund as well as funds appropriated or transferred with this action. The transfer to the APP program for the ROW acquisition is calculated on this total fund amount.

Prior Appropriated Funds	
Stormwater Utility	**$3,500,000**

Funds to be Appropriated or Transferred (27/28 budget)	
Urban Renewal Authority (FCURA) Funds	**$4,200,000**

Funds Proposed for Future Appropriation (27/28 budget)	
Stormwater Utility	**$5,000,000***

Total Capital Project Funds (Stormwater Project)	**$12,700,000**

*Amount in 2025 dollars. 2027/2028 stormwater project appropriations will be appropriately inflated as consistent with utilities capital improvement plan.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Project was brought before the FCURA Finance Committee on February 12, 2026, where the committee was in support of the Project going before the FCURA Board. The Project was brought before the FCURA Board on June 4, 2026, and the IGA with the City related to Project was authorized to be executed.

PUBLIC OUTREACH

Beginning in 2019, City staff, and ROW consultants on behalf of the City, visited with and held numerous individual conversations with property owners and residents along North Mason Street from Alpine Street to the FCRM site. This includes business owners, both with vacant and occupied property, as well as tenants. Conversations have been cordial. There have been outreach events (listed below) where the North College community has been invited and the public were encouraged to attend.

- June 6, 2019: North College Citizens Advisory Group, CIC Conference Room
- April 23, 2025: North Fort Collins Business Association, Innosphere
- July 10, 2025: North College Citizen Advisory Group, CIC Conference Room
- October 9, 2025: North College Corridor Open House, Aztlan Center

ATTACHMENTS / LINKS

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 082, 2026

ORDINANCE NO. 082, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION AND AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR THE NORTH MASON STORMWATER PROJECT AND ASSOCIATED RIGHT-OF-WAY ACQUISITIONS FOR NORTH MASON STREET AND RELATED ART IN PUBLIC PLACES

A. The purpose of this Ordinance is to appropriate Fort Collins Urban Renewal Authority ("FCURA") funds for the North Mason Stormwater Project (the "Project"). The funds will be used to acquire right-of-way for North Mason Street between Hickory Street and Alpine Street as well as to design and construct a stormwater outfall system to serve the area. The right-of-way will provide for the installation of the stormwater outfall and provide access to the adjacent properties along North Mason.

B. The FCURA has a history of strategic financial partnerships with the City of Fort Collins to accelerate or enable public infrastructure projects in the North College Urban Renewal Plan Area, including contributing to analysis and design of drainage needs in the North Mason Street neighborhood. Through this analysis, the North Mason Street neighborhood was determined to lack stormwater infrastructure sufficient for redevelopment, meaningful renovations, or expansions of existing structures.

C. With contributions from both the City and the FCURA, the Project aims to ameliorate identified challenges in the area to bring the area up to stormwater standards found in the rest of the City, encourage reinvestment in the neighborhood, build safe sidewalks and bikeable streets, as well as create a proud sense of place for residents. The FCURA and City staff have suggested a phased approach to the FCURA contributions and other funding of the overall Project to accomplish the necessary right-of-way acquisitions, stormwater infrastructure and outfall remaining design and construction, and roadway design and construction.

D. The City and FCURA have prepared an intergovernmental agreement ("IGA") to establish the FCURA's and the City's current contributions towards the Project as well as other terms and conditions. This IGA was approved by City Council in Resolution 2026-092.

E. Portions of the Project site lie within the FCURA area, north of Vine Drive and the Downtown Development Authority boundary, south of Vine Drive.

F. Staff attended the FCURA Board in June 2026, presented the Project for the FCURA Board's recommendation, and requested financial participation in the Project. The FCURA voted to contribute $550,000 toward the Project.

G. Project funding also includes traditional transportation capital project funding from Transportation Capital Expansion Fees, and Transportation Services funds.

H. 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.

I. The City Manager has recommended the appropriations described in Sections 2 and 3 and determined that the appropriations described in those sections are available and previously unappropriated from the Transportation Capital Expansion Fee fund and the Transportation Services fund, as applicable, and that these appropriations will not cause the total amount appropriated in the Transportation Capital Expansion Fee fund or the Transportation Services fund, as applicable, to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during this fiscal year.

J. Article V, Section 10 of the City Charter authorizes 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.

K. The City Manager has recommended the transfer of appropriations in Sections 1 through 6, including the transfer of $550,000 from the Urban Renewal Authority fund to the Capital Projects fund, $838,475 from the Transportation Capital Expansion Fee fund to the Capital Projects fund, $275 from the Transportation Services fund to the Capital Projects fund, and $13,750 from the Capital Projects fund to the Arts and Culture fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

L. 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.

M. The project cost of $1,375,000 has been used to calculate the contribution to the APP program.

N. The amount to be contributed in this Ordinance to the APP program will be $13,750.

O. Article V, Section 11 of the City Charter authorizes 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.

P. City Council wishes to designate the appropriations herein for the North Mason Stormwater Project and associated right-of-way acquisitions for North Mason Street as appropriations that shall not lapse until the completion of the project.

Q. 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 and stormwater infrastructure and safety within 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. The unexpended and unencumbered appropriated amount of FIVE HUNDRED FIFTY THOUSAND DOLLARS ($550,000) is authorized for transfer from the Urban Renewal Authority fund to the Capital Projects fund and appropriated therein to be expended for the North Mason Stormwater Project and associated right-of-way acquisitions for North Mason Street.

Section 2. There is hereby appropriated from prior year reserves in the Transportation Capital Expansion Fee fund the sum of EIGHT HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS ($838,475) to be expended in the Transportation Capital Expansion Fee fund for transfer to the Capital Projects fund to be expended therein for the Mason Street Stormwater Project and associated right-of-way acquisitions related to North Mason Street.

Section 3. There is hereby appropriated from prior year reserves in the Transportation Services fund the sum of TWO HUNDRED SEVENTY-FIVE DOLLARS ($275) to be expended in the Transportation Services fund for transfer to the Capital Projects fund to be expended therein for the Mason Street Stormwater Project and associated right-of-way acquisitions related to North Mason Street.

Section 4. The unexpended and unencumbered appropriated amount of TEN THOUSAND SEVEN HUNDRED TWENTY-FIVE DOLLARS ($10,725) in the Capital Projects fund is hereby authorized for transfer to the Arts and Culture fund and appropriated and expended therein to fund art projects under the APP program.

Section 5. The unexpended and unencumbered appropriated amount of TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($2,750) in the Capital Projects 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 6. The unexpended and unencumbered appropriated amount of TWO HUNDRED SEVENTY-FIVE DOLLARS ($275) in the Capital Projects 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 7. The appropriations herein for the North Mason Stormwater Project and acquisitions of required right-of-way for North Maston Street 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.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Heather N. Jarvis

Exhibit: None

File Attachments for Item:

4. Second Reading of Ordinance No. 083, 2026, Approving an Intergovernmental Agreement and Appropriating Unanticipated Grant Revenue from the Colorado Department of Public Health and Environment for the Indoor Radon Grant Program.

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $7,793.18 of unanticipated grant revenue from the Colorado Department of Public Health and Environment (CDPHE) for the Indoor Radon Grant Program. The funding will support outreach and educational campaigns to increase radon awareness and provide radon test kits to residents.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Emily Olivo, Program Manager: Healthy Homes, Environmental Services
Carisa Clinton, Manager, Grants Administration

SUBJECT

Second Reading of Ordinance No. 083, 2026, Approving an Intergovernmental Agreement and Appropriating Unanticipated Grant Revenue from the Colorado Department of Public Health and Environment for the Indoor Radon Grant Program.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $7,793.18 of unanticipated grant revenue from the Colorado Department of Public Health and Environment (CDPHE) for the Indoor Radon Grant Program. The funding will support outreach and educational campaigns to increase radon awareness and provide radon test kits to residents.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

In 2026, the City of Fort Collins' Environmental Sustainability Department applied for and was awarded the Indoor Radon Grant through the Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division. The goal of the program is to educate the public about the health risks associated with radon, promote testing and mitigation, encourage radon testing, and promote awareness. This is an annual grant through CDPHE.

CITY FINANCIAL IMPACTS

This item appropriates $7,793.18 of unanticipated grant revenue from Colorado Department of Public Health and Environment (CDPHE) for the Indoor Radon Grant program to the general fund. Grant funds will support outreach and educational campaigns to increase radon awareness and provide radon test kits to residents.

The grant is reimbursement-based and does not require local match funding.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 083, 2026

ORDINANCE NO. 083, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING AN INTERGOVERNMENTAL AGREEMENT AND APPROPRIATING UNANTICIPATED GRANT REVENUE FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE INDOOR RADON GRANT PROGRAM

A. The City has been awarded a Colorado Department of Public Health and Environment ("CDPHE") grant (the "Grant") in the amount of $7,793.18 for the Environmental Services Radon Program (the "Program"). The Grant is provided through a Purchase Order shown on Exhibit A, attached hereto and incorporated herein by this reference.

B. Radon is a priority indoor air quality pollutant in Fort Collins and is the leading cause of lung cancer in non-smokers. The Grant will support outreach and educational campaigns to increase radon awareness and provide radon test kits to community members.

C. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose by helping to raise awareness about radon in Fort Collins homes.

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 General Fund and that this appropriation will not cause the total amount appropriated in the General 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 wishes to designate the appropriation herein from the Grant for the Program 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.

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. Section 1-22 of the City Code requires that, with some exceptions, intergovernmental agreements or cooperative activities between the City and other governmental entities be submitted to City Council for review and approval by ordinance or resolution.

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 General Fund the sum of SEVEN THOUSAND SEVEN HUNDRED NINETY-THREE DOLLARS AND EIGHTEEN CENTS ($7,793.18) to be expended in the General Fund for the CDPHE Indoor Radon grant program.

Section 2. The appropriation herein for the CDPHE Indoor Radon grant program 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.

Section 3. City Council authorizes the City Manager to take all appropriate action to enable the City to access the Grant funding provided through the Grant Purchase Order attached hereto as Exhibit A. City Council authorizes the City Manager to execute the Grant Purchase Order and, in consultation with the City Attorney, to negotiate such modified or additional terms and conditions of the Purchase Order consistent with the terms of this Ordinance, as necessary to protect the interests of the City or effectuate the purposes of this Ordinance as set forth above.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Ted Hewitt

Exhibit: Exhibit A – State of Colorado Purchase Order

Item 4.

STATE OF COLORADO

Department of Public Health & Environment

ORDER

Number: PO,FEEA,202700001876
Date: 7/2/26
Description:
HAZ_FEEA_LIRMA GF 5004_Indoor Radon Grant_Ft Collins

Effective Date: 07/06/26
Expiration Date: 07/05/27

*****IMPORTANT*****

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

BILL TO

HAZ.MAT. CONTROL DIV B-200
4300 CHERRY CREEK DRIVE SOUTH
DENVER, CO 80246-1530

BUYER

Buyer:
Email:

SHIP TO

HAZ.MAT. CONTROL DIV B-200
4300 CHERRY CREEK DRIVE SOUTH
DENVER, CO 80246-1530

VENDOR

CITY OF FORT COLLINS
City Services
215 N MASON ST
FORT COLLINS, CO 80522

Contact: VSS Contact
Phone:

SHIPPING INSTRUCTIONS

Delivery/Install Date:
FOB: FOB Dest, Freight Prepaid

VENDOR INSTRUCTIONS

EXTENDED DESCRIPTION

Indoor Radon Grant RFA 37926157. This Purchase Order shall not exceed $7,793.18.

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	$7,793.18	☐
Description:	HAZ_FEEA_LIRMA GF 5004_Indoor Radon Grant_Ft Collins FY27					

Service From: 07/06/26 Service To: 07/05/27

TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

DOCUMENT TOTAL = $7,793.18

Statement of Work

Purchase Order Number PO 2027*1876

These provisions are to be read and interpreted in conjunction with the provisions of the purchase order specified above, as amended.

I. Project Description

This health project serves to protect the residents of Colorado from lung cancer. In Colorado, nearly half of all residential homes have radon levels above the Environmental Protection Agency's (EPA's) recommended action level for mitigation. Radon has no color, taste, odor, or short-term symptoms of illness. Education, testing, and outreach are required to mitigate the impacts of long-term radon exposure. People become exposed to radon when uranium breaks down in soil and seeps into buildings through cracks and openings. Prolonged exposure to radon is known to cause lung cancer. This project serves to decrease lung cancer deaths throughout the State of Colorado, through the following:

A. To educate the public about the health risks associated with radon, provide residents radon test kits, testing guidance, and mitigation information, and provide residents information on the CDPHE Low Income Radon Mitigation Assistance Program;

This project is consistent with the Colorado Department of Public Health and Environment's (CDPHE) statutory mandate under the Colorado Revised Statutes § 25-1.5-101 to protect and improve the health of Colorado residents and the environment.

II. Definitions

A. Awarded entity - The local public health agency or non-governmental organization awarded a radon grant under this SOW.
B. LIRMA - Low Income Radon Mitigation Assistance

C. SOW - Statement of Work, this Exhibit to the Purchase Order that outlines the work to be completed by the Contractor, including the project's goal, objectives, activities, standards, and requirement, deliverables, and timelines.

III. Work Plan

Program Goal #1: To improve the health of Colorado residents by decreasing lung cancer deaths.

Project Objective #1: No later than the expiration of the purchase order, increase radon awareness in the State of Colorado.

Primary Activity (PA) #1: The Contractor shall implement outreach campaigns to educate the public about health risks associated with radon.

PA #1 Sub-Activity(ies):

1. The Contractor shall conduct a media campaign.
2. The Contractor shall provide community educational sessions.
3. The Contractor shall prepare radon educational materials.
4. The Contractor shall distribute radon educational materials.

PA #1 Standards and Requirements:

1. The Contractor shall conduct a media campaign using at least one (1) of the following methods:
    a. Agency press releases;
    b. Government proclamations;
    c. Social media posts;
    d. Earned media coverage, including:
        i. Interviews with local news
        ii. Radio
        iii. Print

e. Paid advertising.

2. The Contractor shall provide two (2) community educational sessions through one of the following formats:
    a. In person;
    b. Virtually.

Primary Activity (PA) #2: The Contractor shall recommend radon testing and mitigation of radon.

PA #2 Sub-Activity(ies):

1. The Contractor shall provide radon test kits to residents.
2. The Contractor shall track test kit usage rates.
3. The Contractor shall determine a method to increase test kit return rates.
4. The Contractor shall provide information on the CDPHE LIRMA program to residents receiving test kits.
5. The Contractor shall provide guidance on standard radon testing protocols.
6. The Contractor shall provide radon mitigation guidance.

PA #2 Standards and Requirements:

1. The Contractor shall only supply information about radon measurement and/or mitigation professionals who are certified by the NRPP or the NRSB and licensed by the Colorado Department of Regulatory Agencies.

Primary Activity (PA) #7: The Contractor shall create reports.

PA #7 Sub-Activity~~:~~

1. The Contractor shall create one (1) final report.

PA #7 Standards and Requirements:

1. The Contractor shall create one (1) final report, where the Contractor uses a copy of the original statement of work and explains how each of the activities was completed. The following details are required, at a minimum:
    a. Dates of events Locations of events
    b. Number of meetings
    c. Number of attendees
    d. Number of presentations
    e. Number of attendees
    f. Number and return rate of test kits distributed
    g. Maps created during the contract period
    h. Target audience (homeowners, general public, realtors, day care centers, schools, medical community, policy makers, etc.)
    i. Problems encountered
        i. Resolutions
    j. Additional documentation as requested by the Radon Program Manager.
    k. Summary of project outcomes
    l. Summary report of data collected, including:
        i. Copies of media articles

ii. Copies of other items produced

PA #7 Deliverable:

Deliverable #1: The Contractor shall submit to the CDPHE Radon Program Manager via email one (1) final report.

Due: No later than 30 days after the expiration date of this contract.

General Standards and Requirements

1. The content of electronic documents located on CDPHE and non-CDPHE websites, and information contained on CDPHE and non-CDPHE websites, may be updated periodically during the contract term. The Contractor shall monitor electronic documents and website content and information for changes to comply with all updates.
2. Contractor shall inform CDPHE of any nonfunctioning linked or incorporated hyperlinks, documents, or resources within ten (10) business days of discovery.
3. The Contractor shall receive approval from the Radon Program Manager before project materials generated outside of CDPHE are distributed. This includes:
    a) social media posts;
    b) advertisements;
    c) educational materials.
4. The Radon Program Manager will provide the Contractor with an email outlining changes, approving the materials, or requesting additional time within seven (7) business days of receiving the materials.
5. The Contractor shall contact the Radon Program Manager within seven (7) business days of receiving comments to submit:

a. final materials; or
b. to request additional time to update the materials.

Expected Results of Activity(ies):

1. Targeted audiences will be better informed about the long-term health impacts associated with radon.
2. Residents, businesses, and schools will test and mitigate for radon.

Measurement of Expected Results:

1. Data in the one (1) final report

IV. Deliverable Schedule:

Description:	Due Date:
1. Final Report	No later than 30 days after the expiration date of this contract. (est. 7/31/2027)

V. Monitoring

CDPHE's monitoring of this purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the Radon Program Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, applicable deliverables and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the purchase order.

VI. Resolution of Non-Compliance

The Contractor will be notified in writing within ten (10) calendar days of discovery of a compliance issue(s). Within fifteen (15) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Radon Program Manager and receive approval for a new due date. The State will oversee the completion and implementation of the agreed-upon action(s) to ensure timelines are met and the compliance issue(s) is resolved. Failure by the Contractor to diligently pursue the compliance resolution plan, or to reach an agreement with the State on such a plan, may result in the State exercising its rights under the provisions of the purchase order.

VII. Additional Provisions

A. Invoicing Provisions

To receive compensation under the Purchase Order, the Contractor shall submit a signed Quarterly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this Purchase Order by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE

Reimbursement Invoice Form and Expenditure Details page must be submitted no later than forty-five (45) calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Margaret Horton, Radon Program Manager, margaret.horton@state.co.us

Final billings under the Purchase Order must be received by the State within a reasonable time after the expiration or termination of the Purchase Order; but in any event no later than forty-five (45) calendar days from the effective expiration or termination date of the Purchase Order.

Unless otherwise provided for in the Purchase Order, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the purchase order period and will require a modification in accordance with the provisions of this Purchase Order.

B. Deliverable Acceptance Process

1. The Contractor shall coordinate and prioritize all work to ensure that all deliverables, due dates, and timelines are met.
2. The Contractor shall employ an internal quality control process to ensure that all deliverables are complete, accurate, easy to understand, and of high quality.
3. The Contractor shall provide deliverables that, at a minimum, are responsive to the relevant Standards and Requirements in the SOW, organized in a logical order, contain no spelling or grammatical errors, are formatted uniformly, and contain accurate information and correct calculations.

4. The Contractor shall maintain all work papers related to the development of all Deliverables for reference through the duration of the purchase order.
5. The Contractor shall provide, at no cost to the State, copies of any work papers or supporting documentation related to the development of any Deliverable within ten (10) calendar days of request by the State.
6. The Contractor shall submit each Deliverable to the State by the specific due date for each Deliverable outlined in the Deliverable Schedule for review and approval.
7. Review - Unless specifically outlined elsewhere in the SOW, the State will have ten (10) calendar days from the date the deliverable is due to the State by the Contractor to evaluate that Deliverable.
8. Notice - Unless specifically outlined elsewhere in the SOW, if the State, in its sole discretion, determines that a submitted Deliverable fails to meet the Standards and Requirements or is otherwise deficient, the State will notify the Contractor of the failure or deficiency within ten (10) calendar days of the date the State becomes aware of the failure or deficiency.
9. Revision - Unless specifically outlined elsewhere in the SOW, the Contractor shall have fifteen (15) calendar days from notice of a Deliverable's failure or deficiency to revise the Deliverable and resubmit it to the State for review and approval.
10. The Contractor shall participate in the Deliverable review and revision process until the State provides written acceptance of the Deliverable.
11. At no time shall payment or partial payment for a Deliverable constitute acceptance of the Deliverable and excuse Contractor's obligation to participate in the Deliverable review and revision process until such time as the State issues written acceptance of the Deliverable.

File Attachments for Item:

5. Second Reading of Ordinance No. 084, 2026, Approving an Intergovernmental Agreement for Grant Funding and Making a Supplemental Appropriation of Grant Funds from the Colorado Department of Local Affairs and Authorizing Transfers of Appropriations for the Best and Brightest Undergrad Internship Pilot Program.

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $3,000 of unanticipated grant revenue from the Colorado Department of Local Affairs (DOLA) for the Best and Brightest Undergrad Internship Pilot Program. The funding will support three Colorado State University undergraduate internships. This Ordinance also appropriates $3,000 from fund 100 and 605 to meet the local match requirements of the grant.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

SeonAh Kendall, Director, Economic Sustainability
Marcy Yoder, Senior Manager, Neighborhood Services
Pete Iengo, Lead Specialist, Public Engagement
Carisa Clinton, Manager, Grants Administration

SUBJECT

Second Reading of Ordinance No. 084, 2026, Approving an Intergovernmental Agreement for Grant Funding and Making a Supplemental Appropriation of Grant Funds from the Colorado Department of Local Affairs and Authorizing Transfers of Appropriations for the Best and Brightest Undergrad Internship Pilot Program.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $3,000 of unanticipated grant revenue from the Colorado Department of Local Affairs (DOLA) for the Best and Brightest Undergrad Internship Pilot Program. The funding will support three Colorado State University undergraduate internships. This Ordinance also appropriates $3,000 from fund 100 and 605 to meet the local match requirements of the grant.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The DOLA Best and Brightest Undergrad Internship Pilot Program partners with counties, municipalities, and universities across the state, striving to meet the needs of communities, engage future leaders, and meet students where they are in their professional development, connecting them to community work in public service. On June 10, 2026, the City received notice that DOLA was awarding the City $3,000 for three internships, with a required minimum local match of at least $1,000. (See Attachment No. 1, June 10, 2026, DOLA Award Letter).

These grant funds and local matching amounts will support the placement of three Colorado State University undergraduate students for a summer internship program in Economic Health, Housing and Community Vitality, and Communications and Engagement.

CITY FINANCIAL IMPACTS

This Ordinance appropriates $3,000 of unanticipated grant revenue from the Department of Local Affairs Best and Brightest Undergrad Internship Pilot Program to the general fund. Grant funds will support three

Colorado State University undergraduate internships. This item also authorizes the transfer of $3,000 of matching funds from fund 100 ($2,000) and fund 605 ($1,000) to the project.

The grant is reimbursement-based, with funds provided after eligible project expenses have been incurred.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 084, 2026

ORDINANCE NO. 084, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR GRANT FUNDING AND MAKING A SUPPLEMENTAL APPROPRIATION OF GRANT FUNDS FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS AND AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR THE BEST AND BRIGHTEST UNDERGRAD INTERNSHIP PILOT PROGRAM

A. The Colorado Department of Local Affairs ("DOLA") administers the Energy and Mineral Impact Assistance Best and Brightest Undergrad Internship Pilot Program (the "DOLA Best and Brightest Undergrad Internship Pilot Program"), which provides public service leadership opportunities by awarding grants to finance a portion of the salary costs for undergraduate internships with local governments.

B. On June 10, 2026, DOLA notified the City that it was awarded $3,000 for the Program to hire three undergraduate interns.

C. DOLA will provide the City grant funds pursuant to an intergovernmental grant agreement, the EIAF-26-279 – Fort Collins Best and Brightest Undergraduate Internship Pilot Grant Agreement (the "EAIF-26-279 Grant Agreement"), attached hereto as Exhibit A and incorporated herein by this reference, which requires a minimum local match from the City of $1,000.

D. The appropriation of $3,000 of DOLA Best and Brightest Undergrad Internship Pilot Program grant funds and $3,000 of City matching funds benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purposes of providing and promoting public service opportunities.

E. 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.

F. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the General Fund and that this appropriation will not cause the total amount appropriated in the General 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.

G. Article V, Section 10 of the City Charter authorizes 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.

H. The City Manager has recommended the transfer of $2,000 from the General Fund to the DOLA Best and Brightest Undergrad Internship Pilot Program Budget in the General Fund and $1,000 from the Utility Customer Service and Admin Fund to the DOLA Best and Brightest Undergrad Internship Pilot Program Budget in the General Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged

I. 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.

J. City Council wishes to designate the appropriation herein for the DOLA Best and Brightest Undergrad Internship Pilot Program 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 General Fund the sum of THREE THOUSAND DOLLARS ($3,000) to be expended in the General Fund for the DOLA Best and Brightest Undergrad Internship Pilot Program.

Section 2. The unexpended and unencumbered appropriated amount of TWO THOUSAND DOLLARS ($2,000) is authorized for transfer from the General Fund to the project budget in the General Fund and appropriated therein to be expended for the DOLA Best and Brightest Undergrad Internship Pilot Program.

Section 3. The unexpended and unencumbered appropriated amount of ONE THOUSAND DOLLARS ($1,000) is authorized for transfer from the Utility Customer Service and Admin Fund to the project budget in the General Fund and appropriated therein to be expended for the DOLA Best and Brightest Undergrad Internship Pilot Program.

Section 4. The appropriation herein for the DOLA Best and Brightest Undergrad Internship Pilot Program 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 donation) or the City's expenditure of all funds received from such grant (or donation).

Section 5. City Council authorizes the City Manager to take all appropriate action to enable the City to access the Program grant funds provided through the EAIF-26-279 Grant Agreement, attached hereto as Exhibit A. City Council authorizes the City Manager to sign the Grant Agreement and, in consultation with the City Attorney, to negotiate and enter into such modified or additional terms and conditions of the EAIF-26-279 Grant Agreement consistent with the terms of this Ordinance, as necessary to protect the interests of the City or effectuate the purposes of this Ordinance as set forth above.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Dianne Criswell

Exhibit: Exhibit A - EAIF-26-279 Grant Agreement

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State of Colorado Intergovernmental Grant Agreement

Summary of Terms and Conditions

State Agency

DEPARTMENT OF LOCAL AFFAIRS (DOLA)

Grantee

City of Fort Collins

Project Number and Name

EIAF-26-279 - Fort Collins Best & Brightest Undergrad Internship Pilot

DLG Portal Number

EIAF-26-279

CMS Number

209492

Grant Award Amount

$3,000.00

Retainage Amount

$150.00

Funding Account Codes

CTGG1 202600003774

Phase Code

FM26E4

VCUST#

VC00000000014149

Address Code

AD004 EFT

Performance Start Date

The later of the Effective Date or June 12, 2026

Grant Expiration Date

August 31, 2026

DOLA Regional Manager

Chris La May, (970) 679-7679, (chris.la.may@state.co.us)

DOLA Regional Assistant

Rebecca Buxton, (720) 682-3864, (rebecca.buxton@state.co.us)

Program Name

Energy & Mineral Impact Assistance Program (EIAF)

Agreement Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 34-63-101, et seq. (through Colorado's Mineral Leasing Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with Federal funds (CFDA 15.437).

Grant Purpose/Project Description

The Project consists of financing a portion of the salary costs associated with the employment of three (3) Local Government Administrative Interns through DOLA's Best & Brightest Management Program.

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Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit B, Scope of Project
2. Exhibit G, Sample Option Letter

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 §18 of the main body of this Agreement
2. Any properly executed Option Letter or Amendment
3. The provisions of the other sections of the main body of this Agreement
4. Exhibit B, Scope of Project

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Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

Maria De Cambra, Executive Director

Signed by:
Maulid Miskell
590E1B45E7884A4...

By: Maria De Cambra, Executive Director

Date: 6/15/2026 | 11:36 AM MDT

DEPARTMENT OF LOCAL AFFAIRS

PROGRAM REVIEWER

DocuSigned by:
Angie Cue
45D2B7CF50DE4BD...

By: Angie Cue, EIAF Program Manager

Date: 6/15/2026 | 9:12 AM MDT

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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 (the **"Effective Date"**).

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Caleb Vester

Name: Controller Delegate

Signed by:
Caleb Vester
1B60C79585F74E7...

Signature: Controller Delegate

Effective Date 6/16/2026 | 6:50 PM MDT

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1. Grant

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amounts shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse

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Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. 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. *Reserved.*

C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

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

E. "**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.

F. *Reserved.*

G. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

H. *Reserved.*

I. **"Grant" or "Grant Agreement" or "Intergovernmental Grant Agreement"** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all

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documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. **"Grant Funds" or "Grant Award Amount"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

K. "**Grant Expiration Date**" means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

L. **"Effective Date" or "Performance Start Date**" means the Performance Start Date shown on the first page of this Intergovernmental Grant Agreement. Work performed prior to the Effective Date is not eligible for reimbursement from Grant Funds.

M. "**Exhibits**" means the exhibits and attachments included with this Grant as shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

N. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an Amendment, or an Option Letter.

O. *Reserved.*

P. *Reserved.*

Q. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

R. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

S. "**Initial Term**" means the time period between the initial Performance Start Date and the initial Grant Expiration Date.

T. "**Party**" means the State or Grantee, and **"Parties"** means both the State and Grantee.

U. *Reserved.*

V. "**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

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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.

W. *Reserved.*

X. *Reserved.*

Y. "**Services**" means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Z. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

AA. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

BB. "**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.

CC. "**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.

DD. *Reserved.*

EE. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

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FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

II. "**Work**" means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. "**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, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

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

4. Statement of Work

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

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.

i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

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B. *Reserved.*

C. Matching Funds

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Budget by providing Grantee with an executed Option Letter or formal amendment. The State shall only reimburse allowable costs 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 Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out and Deobligation of Grant Funds.

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee'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. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to deobligation by the State.

F. Erroneous Payments.

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and

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unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close-out period described in **§5.E**.

B. Violations Reporting

Grantee 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 this Award.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

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Grantee shall comply with all State and federal audit requirements. Grantee shall provide copies of audits to the State upon request.

8. Confidential Information-State Records

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or

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Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

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

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

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. 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 **§12** 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

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immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any Exhibit to this Grant Agreement, if Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, 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 Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any term or condition of this Award, then the State may, in its discretion, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

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

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At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

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

II. Remedies Not Involving Termination

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

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs

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in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

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

d. Removal

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

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, Grantee shall, as approved by the State (i) secure that right to use such work for the State and Grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in

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writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§14**.

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their 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 Intergovernmental Grant 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.

17. General Provisions

A. Assignment

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

B. Captions and References

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

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Intergovernmental Grant 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 Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 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 Contract by reference.

G. Severability

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The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant 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. Accessibility

i. *Reserved*.

ii. Grantee 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.

iii. The State may require Grantee'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 Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall

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promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. *Reserved*

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

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

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

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

C. Governmental Immunity.

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 Intergovernmental Grant 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.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement.

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Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

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

H. Software Piracy Prohibition.

State or other public funds payable under this Grantee shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grantee, 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.

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

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

1.2. The Best and Brightest Management Internship and Fellowship (Best & Brightest or B&B) program provides financial assistance to designated local governments for a portion of salary, expenses, and fringe benefit costs to support paid summer or semester internships for high school seniors, paid summer or semester internships for undergraduates, and/or paid two-year fellowships for Master of Public Administration and/or Master of Public Policy & Administration students studying at partner universities.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of financing a portion of the salary costs associated with the employment of three (3) Local Government Administrative Interns through DOLA's Best & Brightest Management Program.

2.2. Work Description. The City of Fort Collins (Grantee) will employ three (3) undergraduate Local Government Interns who will work under the direction of an individual designated by the Grantee. The Interns will serve from their hire date until the conclusion of the Internship or the Grant Expiration Date.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: salary costs for three (3) undergraduate student internships. Grantee is responsible for any salary and benefits and/or any operations/Project costs in excess of the Project Budget.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Personnel Services Costs" means program-specific allowable salary and benefits costs.

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3.2. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is the successful mentoring of three (3) Local Government Interns.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Fort Collins, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

Milestone/Performance Measure/Grantee will:	**By:**
Hire Interns	July 01, 2026
Submit a report on Internship experience along with full and final Pay Request.	Within 30 days after the conclusion of the Internship.
Submit Quarterly Pay Requests	**See §4.5.2 below**
Submit Quarterly Reports	**See §4.5.2 below**
Submit Project Final Report	November 29, 2026

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such "Other Funds" is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment or option letter. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed

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by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
3rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Rupa Venkatesh, Assistant City Manager, (rvenkatesh@fcgov.com)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5.** Such administrator shall be updated through the process in **§5.3**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. None. Such key personnel shall be updated through the process in **§5.3**.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with **§14** of the Grant.

5.4. DLG Regional Manager: Chris La May, (970) 679-7679, (chris.la.may@state.co.us)

5.5. DLG Regional Assistant: Rebecca Buxton, (720) 682-3864, (rebecca.buxton@state.co.us)

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6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of **§6.2**, Budget, below.

6.1. Matching/Other Funds. Matching/Other Funds are not required. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Personnel Services Costs	$3,000	$3,000	$0	Grantee
	Total	**$3,000**	**$3,000**	**$0**	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §5 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	$2,850	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$150	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$3,000**	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to $100 per year for administrative expenses.

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8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

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STATE OF COLORADO CONTRACT MODIFICATION

OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency

Department of Local Affairs (DOLA)

Grantee

Insert Grantee's Full Legal Name

Project Number and Name

Insert DOLA's project number and name

Option Letter CMS Number

Insert CMS number for this Amendment

Previous CMS #(s)

Insert CMS number for orig Agreement, and any prior chg docs

Program Name

Energy & Mineral Impact Assistance Program

(Acctg Dropdwn EIAF)

Funding Account Codes

Enter CTGG1 number

Phase Code

Acctg enters Phase Code

DLG Portal Number

Insert DLG Portal number for this Project

Current Grant Agreement Expiration Date

Month Day, Year

Prior Grant Agreement Expiration Date

Month Day, Year

Grant Amount

Initial Award: $0.00

Option Letter # and date effective/spendable: $0.00

Option Letter # and date effective/spendable: $0.00

Total Grant Amount: $0.00

DOLA Regional Manager

Choose an item.

DOLA Regional Assistant

Choose an item.

SAMPLE

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STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Local Affairs

By: Maria De Cambra, Executive Director

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Name: Controller Delegate

Signature: Controller Delegate

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.

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SAMPLE

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1. **OPTIONS.** Choose all applicable options listed in §1 and in §2:

   A. ☐ Option to extend (use this option for Extension of Time)

   B. ☐ Change in the Grant Award Amount within the current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

   C. ☐ Budget Line Adjustment(s) reallocation of awarded Grant Funds to Budget Line(s) (use this Option to redistribute existing Grant Funds between budget lines)

2. **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

   A. **For use with Option 1(A):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3** and **4.5.2** of **Exhibit B** are deleted and replaced with the following:

Milestone/Performance Measure	**By:**
Put Project out to bid.	Within __ days of the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within __ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within __ days of the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	**See §4.5.2 below**
Submit Quarterly Status Reports	**See §4.5.2 below**
Submit Project Final Report	[give date certain]

SAMPLE

Docusign Envelope ID: EC04AEEC-1D8A-85D8-801F-F9D5FF88427C

Quarter	Year	Due Date	Pay Request	Status Report
4th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4th (Oct-Dec)	2026	January 30, 2027	Yes	Yes

B. **For use with Option 1(B):** In accordance with **Section 5(A)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Grantee's Name**, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	**$ 0.00**	**$ 0.00**	**$ 0.00**	

Payment	Amount	

SAMPLE

Docusign Envelope ID: EC04AEEC-1D8A-85D8-801F-F9D5FF88427C

Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

C. **For use with Option 1(C):** In accordance with **Section 5(D)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		**Total Project Cost**	**Grant Funds**	**Other Funds**	**Other Funds Source**
Line #	**Cost Category**				
	Architectural/Engineering Services	$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	**$ 0.00**	**$ 0.00**	**$ 0.00**	

3. OPTION LETTER EFFECTIVE DATE:

The Effective Date of this Option Letter is upon approval of the State Controller or Month Day, Year, whichever is later.

SAMPLE

File Attachments for Item:

6. Second Reading of Ordinance No. 086, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Public Safety Division of Homeland Security and Emergency Management for the Homeland Security Grant Program and Authorizing Related Agreements.

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $51,450 of unanticipated grant revenue from the Colorado Department of Public Safety Division of Homeland Security and Emergency Management (DHSEM) for the Homeland Security Grant Program. The funding will support a digital fire extinguisher training system for Community Emergency Response Teams (CERT) and specialized cybersecurity training for Poudre Fire Authority.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Dennis Day, Director, Emergency Preparedness and Security
Carisa Clinton, Manager, Grants Administration

SUBJECT

Second Reading of Ordinance No. 086, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Public Safety Division of Homeland Security and Emergency Management for the Homeland Security Grant Program and Authorizing Related Agreements.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $51,450 of unanticipated grant revenue from the Colorado Department of Public Safety Division of Homeland Security and Emergency Management (DHSEM) for the Homeland Security Grant Program. The funding will support a digital fire extinguisher training system for Community Emergency Response Teams (CERT) and specialized cybersecurity training for Poudre Fire Authority.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The Homeland Security Grant Program supports preparedness activities to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response and Recovery mission areas essential to achieving National Preparedness Goals. This is a federal pass through grant from the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA).

City of Fort Collins received funding for a replacement fire extinguisher training system to enhance tactical readiness of Community Emergency Response Teams (CERT) to better prepare community members to act as critical immediate responders.

Poudre Fire Authority (PFA) received funding to support a specialized cybersecurity training for IT and technical staff through the SANS Institute. This training is intended to provide staff with the skills necessary to proactively protect systems from cybersecurity threats.

Each entity applied for their own funding through this program. DHSEM requested that they issue a single award to City as the financial beneficiary.

CITY FINANCIAL IMPACTS

This item appropriates $51,450 of unanticipated grant revenue from the Colorado Department of Public Safety Division of Homeland Security and Emergency Management (DHSEM) to the general fund. Of this amount, $36,000 of grant funds will be issued to PFA through a subaward process for allowable activities outlined in the grant scope of work.

This is a cost- reimbursable award meaning the General fund will be reimbursed up to $51,450.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 086, 2026

ORDINANCE NO. 086, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED GRANT REVENUE FROM THE COLORADO DEPARTMENT OF PUBLIC SAFETY DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR THE HOMELAND SECURITY GRANT PROGRAM AND AUTHORIZING RELATED AGREEMENTS

A. The Homeland Security Grant Program (the "Grant Program") supports preparedness activities to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response and Recovery mission areas essential to achieving National Preparedness Goals.

B. The City and Poudre Fire Authority ("PFA") each applied for their own funding through the Grant Program. The Colorado Department of Public Safety Division of Homeland Security and Emergency Management ("DHSEM") administers the Grant Program as a federal pass-through grant from the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA).

C. DHSEM preferred to issue a single award to the City as the financial beneficiary and recipient of the grant award.

D. The funding will support the City's acquisition of a digital fire extinguisher training system for Community Emergency Response Teams.

E. The funding will support PFA's provision of specialized cybersecurity training for Information Technology and technical staff and for PFA to provide training to better prepare community members to act as critical immediate responders.

F. DHSEM has provided to the City the attached grant agreement setting out the terms and conditions for the awarded grant funding (the "Grant Agreement"), Exhibit A, incorporated by this reference.

G. This item appropriates $51,450 of unanticipated grant revenue from DHSEM to the general fund. Of this amount, $36,000 of grant funds will be issued to PFA through a subaward process for allowable activities outlined in the grant scope of work. This is a cost-reimbursable award meaning the General fund will be reimbursed up to $51,450.

H. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of increasing public safety and preparedness against cybersecurity threats to the community.

I. 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.

J. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the General Fund and that this appropriation will not cause the total amount appropriated in the General 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 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.

L. City Council wishes to designate the appropriation herein from DHSEM for the Homeland Security grant program 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. City Council authorizes the City Manager to accept, on behalf of the City, the terms and conditions of the Grant Agreement, 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 Ordinance.

Section 2. City Council authorizes the City Manager to execute, on behalf of the City, a subrecipient agreement with PFA setting out the terms and conditions for the use of grant funds by PFA, consistent with the Grant Agreement and this Ordinance, together with such 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 Ordinance.

Section 3. There is hereby appropriated from new revenue or other funds in the General Fund the sum of FIFTY-ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS ($51,450) to be expended in the General Fund for the DHSEM Homeland Security grant program.

Section 4. The appropriation herein for the DHSEM Homeland Security grant program 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 July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Dawn Downs

Exhibit: Exhibit A – Grant Agreement

Item 6.

STATE OF COLORADO
Department of Public Safety

ORDER

Number: POGG1,RFAA,202600003323
Date: 3/20/26
Description:
City of Fort Collins-24SHS-25-FTC - New

Effective Date: 09/01/24
Expiration Date: 11/30/27

*******IMPORTANT*******

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

BILL TO

DIVISION OF HOMELAND SECURITY
9195 E MINERAL AVE. SUITE 200
CENTENNIAL, CO 80112

BUYER

Buyer:
Email:

VENDOR

CITY OF FORT COLLINS
City Services
215 N MASON ST
FORT COLLINS, CO 80522

Contact: Emily Francis, Mayor
Phone:

SHIP TO

DIVISION OF HOMELAND SECURITY
9195 E MINERAL AVE. SUITE 200
CENTENNIAL, CO 80112

SHIPPING INSTRUCTIONS

Delivery/Install Date:
FOB:

VENDOR INSTRUCTIONS

EXTENDED DESCRIPTION

03/20/2026 City of Fort Collins-24SHS-25-FTC - New

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	$51,450.00	☐

Description: Grant Commodity - Federal

Actual Expiration is 08/31/2027

Service From: 09/01/24 Service To: 08/31/27

TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

DOCUMENT TOTAL = $51,450.00

Small Dollar Grant Award (SDGA)
Statement of Work

State Agency

Department of Public Safety, Division of Homeland Security and Emergency Management

Grantee

City of Fort Collins

Grantee UEI

VEJ3BS5GK5G1

Agreement Number

24SHS-25-FTC

Agreement Performance Beginning Date

September 1, 2024

Current Agreement Expiration Date

August 31, 2027

Current Agreement Maximum Amount

$51,450.00

Current Agreement Match Amount

$0.00

1. Federal Award Information

Federal Award ID # (FAIN)

EMW-2024-SS-05074

Federal Award Date

September 20, 2024

Federal Awarding Agency

DHS / FEMA

Assistance Listing (CFDA)

97.067

Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP)

Identification if the Award is for R&D:

No

2. Grant Authority

A. Federal Authority to enter into this Grant exists in Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603);

B. State Authority: to enter this Grant exists in CRS §24-1-128.6.

3. General Description of the Project(s).

3.1. Project Description. Support preparedness activities to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response and Recovery mission areas essential to achieving the National Preparedness Goals of a secure and resilient Nation. Grantee will execute and complete the projects as specified and outlined in their approved 2024 application.

3.2. Project Expenses. Project expenses include the costs to as described in this §3 Statement of Work (SOW). All eligible expenses are listed in the budget agreement amount table of §9 of this SOW.

3.3. Non-Federal Match: This non-federal match section does not apply to this Grant. Documentation of expenditures for any non-federal match contribution is required with each drawdown request.

4. Principal Representatives

For the State:

Gerald J. Maestas, Grant Specialist
Department of Public Safety, Division of
Homeland Security & Emergency Management
8000 South Chester Street, Suite 575
Centennial, CO 80112
Jerry.Maestas@state.co.us

For Grantee:

Emily Francis, Mayor
Frederick Firestone Fire Protection District
300 Laporte Avenue
Fort Collins, CO 80521
efrancis@fcgov.com

5. Administrative Requirements:

5.1. The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (DHSEM).

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

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

5.2.2 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding $10,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with

per unit cost of $10,000 or more are prominently marked in a manner similar to the following:

Purchased with funds provided by the U.S. Department of Homeland Security.

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

5.3. Non-Supplanting Requirement: Grantees receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

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

5.4.1 Any sole source transaction shall be approved in advance by the DHSEM.

5.4.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

5.4.3 Grantee shall verify Contractor(s) is/are not debarred from participation in state and federal programs by reviewing contractor debarment information on SAM.gov.

5.4.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these

grant funds, Grantee and Subgrantees shall use the following phrase in the request listing:

"*This project was supported by grant #24SHS-25-FTC, issued by the Colorado Division of Homeland Security and Emergency Management.*"

5.4.5 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of $10,000 or more, are assigned without the prior written consent of the DHSEM.

5.5. Additional Administrative Requirements:

5.5.1 All of the instructions, guidance, limitations, terms and conditions, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) and the Notice of Award (NOA) for this federal award are incorporated by reference.

5.5.2 Grantees of FEMA financial assistance for programs that are subject to the Build America, Buy America Act (BABAA) must include a Buy America preference contract provision as noted in 2 C.F.R. § 184.4 and a and self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed or products supplied under the FEMA award subject to BABAA.

5.5.3 Grantee shall ensure all purchases are listed or referenced in **§1 or §3** of this Exhibit A. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) during the grant period. Additionally, any funds used to support emergency communications activities should comply with the FY SAFECOM Guidance on Emergency Communication Grants.

5.5.4 Environmental Planning and Historic Preservation (EHP) Review: DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National

Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. Click this link to access the FEMA EHP screening form and instructions.

In order to initiate EHP review of the project(s) requires completion of all relevant sections of the EHP form and submit it to DHSEM, along with all other pertinent project information. The EHP review process must be completed and approved by DHS/FEMA before funds are released to carry out the proposed project; otherwise, DHS/FEMA and DHSEM may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

5.5.5 If ground disturbing activities occur during construction, Grantee will monitor ground disturbance, and if any potential archeological resources are discovered, Grantee will immediately cease work in that area and notify DHSEM, which will immediately notify DHS/FEMA for further action

5.5.6 All applicant agencies that own resources that could deploy must be on a Colorado Resource Rate Form in WebEOC.

5.5.7 Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager within 45 days of the exercise. All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), and must be National Incident Management System (NIMS) compliant.

6. Reporting Requirements:

6.1. The project(s) approved in this Grant are to be completed on or before the termination date stated on the agreement's Grant Award Letter of this grant agreement. Grantee shall submit quarterly progress reports for each project identified in this agreement using the format provided by the DHSEM throughout the life of the grant.

Grantee shall submit narrative and financial reports describing project progress and accomplishments, and/or any delays in meeting project objectives and expenditures, to date as described in this §6.

Reports shall be submitted in accordance with the following schedule table. The order of the reporting period quarters in the table is irrelevant to the grant. Reports for the respective period are due on or before the due dates listed below if the grant is open during the "report period" time, and for every quarter that the grant remains open.

Report Period	Due Date
January, February, March	due April 30th
April, May, June	due July 30th
July, August, September	due October 30th
October, November, December	due January 30th

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

If all projects are completed before the end of the grant period, the final report may be submitted at any time during the period of performance. Further reports are not due after the DHSEM has received, and sent notice of acceptance, of the final grant report.

7. Payment:

7.1. Payment Schedule: Grantee shall submit requests for reimbursement using the DHSEM's provided form, submission preference, and quarterly at minimum. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required progress reports outlined in §6.1 of this SOW.

All requests shall be for eligible actual expenses incurred by Grantee, and as described in detail in the budget table(s) in §9 of this SOW. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution as outlined in §3.3 of this SOW.

If any progress reports are delinquent at the time of a payment request, the DHSEM may withhold such reimbursement until the required reports have been submitted.

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

7.3. Payment Returns: Any grant funds from this award not expended by the Agreement Expiration Date, or deemed ineligible under the grant program, must be returned to the

State within 10 days of the Agreement Expiration Date, or notification from the DHSEM of ineligibility. Such grant funds returned to the State must be via check repayment issued to 'Colorado Department of Public Safety' with a memo line stating 'refund for [encumbrance number*]' and remit to:

Colorado Department of Public Safety
Attn: EDO Accountant
700 Kipling Street, Suite 4000
Lakewood, CO 80215

*Encumbrance number for this award is found at the bottom of each page of the SOW.

8. Testing and Acceptance Criteria:

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

9. Budget Agreement Amount Table:

The following budget table contains amounts for the categories and/or project activities for this grant award.

Project Activity/Line Item	*Federal Amount*	
Equipment	$	13,000.00
Training	$	36,000.00
Project Activity Subtotal	**$**	**49,000.00**
Management & Admin	$	2,450.00
Total Amounts	**$**	**51,450.00**

The following National Priorities Table contains the amount(s) for the subsequent priority area.

National Priorities	*Amount*	
Community Preparedness & Resilience	$	13,000.00
Cybersecurity	$	36,000.00

10. Modifications

Any changes requested by the Grantee, or by the DHSEM, shall be made in writing. The DHSEM, in good faith and sole discretion, can modify this agreement and shall notify Grantee in writing with a letter of modification outlining any changes to this agreement with a modified SOW, and accompanied with an Acceptance Letter of Modification for the Grantee to sign as approval of such changes and/or modifications.

Only upon returning the Acceptance Letter of Modification, or further drawdowns of funds by the Grantee after notification of modification is made in writing by the DHSEM, will the modifications be deemed accepted by the Grantee in accordance with §3 of the attached Terms and Conditions of this Small Dollar Grant Award (SDGA). Examples of the modification notification letter, modified SOW, and Acceptance Letter of Modification are included.

State of Colorado Small Dollar Grant Award Terms and Conditions

1. **Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) the Small dollar Grant Award document; (2) these terms and conditions (including, if applicable, Addendum 1 below); and (3) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
3. **Changes.** Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

State of Colorado Small Dollar Grant Award Terms and Conditions

4. **Definitions.** The following terms shall be construed and interpreted as follows: (a) "Award" means an award of Federal financial assistance, and the grant setting forth the terms and conditions of that financial assistance, that a Non-Federal Entity receives or administers.;(b) "Budget" means the budget for the Work described in this Agreement; (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 CRS §24-11- 101(1); (d) "UCC" means the Uniform Commercial Code in CRS Title 4; (e) "Effective Date" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) "Federal Award" means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1; (h) "Grantee" means the party or parties identified as such in the Grant to which these Terms and Conditions apply. Grantee also means Subrecipient; (i) "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (j) "Matching Funds" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (k) "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or Subrecipient; (l) "Recipient" means the State agency identified on the face of the Small Dollar Grant Award; (m) "Subcontractor" means third parties, if any, engaged by Grantee to aid in performance of the Work; (n) "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency; (o) "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise; and (p) "Work" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

6. **Rights to Materials.** [*Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.*] Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Grantee must collect, transmit, and store information related to this Agreement in open and machine-readable formats (2 CFR 200.336). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three 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 finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two 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. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement

using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. **Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision- making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. **Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that, to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

State of Colorado Small Dollar Grant Award Terms and Conditions

10. **Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes.

11. **Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. 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 set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

12. **Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

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

14. **Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. **Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, 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 (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. **Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of

allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. **Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

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

19. **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 in accordance with the intent of the Agreement.

20. **Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. **Third Party Beneficiaries.** Except for the parties' respective successors and assigns, 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 the Agreement, and do not create any rights for such third parties.

22. **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.

23. **Indemnification.** [*Not Applicable to Inter-governmental agreements*] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by

any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. **Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. **Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 any one fire, and (c) 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. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of $1,000,000 each occurrence and $1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. **Termination Prior to Grantee Acceptance.** If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. **Termination for Cause.** If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under §28.

28. **Termination in Public Interest.** The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §27. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. **Termination for Funds Availability.** The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special

Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed 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 §28.

30. **Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. **Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, 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, CRS §§24-30-1501, *et seq.* 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.

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

(c) be solely responsible for its acts and those of its employees and agents.

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

34. **Choice of Law, Jurisdiction and Venue.** [*Not Applicable to Inter-governmental agreements*] 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. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

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

36. **Public Contracts for Services.** [*Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services*] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5- 102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre- employment

screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. **Public Contracts with Natural Persons.** Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

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

State of Colorado Small Dollar Grant Award Terms and Conditions

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. **Definitions.** The following terms shall be construed and interpreted as follows: (a) "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) "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, pursuant to CRS §§24-37.5-401 et seq.; (c) "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) "PHI" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) "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, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) "State

Confidential Information" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, (g) "State Fiscal Rules" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) "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; (i) "State Records" means any and all State data, information, and records, regardless of physical form; (j) "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) "Work Product" means the tangible and intangible results of the delivery of goods and performance of services, 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, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. **Intellectual Property.** Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written

consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third-party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third-party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. **Information Confidentiality.** Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State

Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24- 37.5-401 through 406 and 8 CCR §1501-5 and posted at http://oit.state.co.us/ois, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. **Other Entity Access and Nondisclosure Agreements.** Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. **Use, Security, and Retention.** Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that

ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

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

G. **Data Protection and Handling.** Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain,

without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. **Compliance.** If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at http://oit.state.co.us/ois, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. **Safeguarding PII.** If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq*.

J. **Software Piracy Prohibition.** The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any

extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. **Information Technology.** To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Office of Grants Management
8000 South Chester Street, Suite 575
Centennial, CO 80112

Insert Name
Insert Title
Insert Agency Name
Insert Agency Address
City, CO ZipCode

Insert Full Date

Re: Grant Award ##XXX##XXX Modification Notification

Dear Insert Last Name,

This letter is to inform you that your award under the Insert Year Insert Grant Program Name Grant Program is modified from the original issuance of your Small Dollar Grant Award (SDGA). The modification for this letter is accompanied by the modified Statement of Work (SOW). This modification includes:

1. The period of performance for this SDGA modification is extended from the Original Expiration date of Insert Full Date to the Current Expiration date of Insert Full Date.

2. The Increase/Decrease or Budget Line Adjustment of the award amount of $00,000.00 (funding source: $00,000.00 of Federal, and $00,000.00 of State, Local or Both Funds) as outlined in the attached Statement of Work (SOW).

For questions regarding your SDGA or the Insert Year Insert Grant Program Name Grant Program, please contact Insert Name at (###) ###-#### or Email Address@state.co.us, or Insert Name (###) ###-#### or Email Address@state.co.us and thank you for your assistance in managing this grant award.

Sincerely,

DHSEM Full Name
DHSEM Title
Colorado Department of Public Safety
Division of Homeland Security and Emergency Management

CC: File

SAMPLE

STATE OF COLORADO

SMALL DOLLAR GRANT AWARD (SDGA) MODIFICATION STATEMENT OF WORK

State Agency
Department of Public Safety, Division of Homeland Security and Emergency Management

Grantee
Board of County Commissioners of [County Name] County

Grantee UEI
XXXabcXXXz12

Agreement Number
YYxxxYYxxxx

Agreement Performance Beginning Date
Month dd, YYYY

Current Agreement Expiration Date
Month dd, YYYY

Current Agreement Maximum Amount
$00,000.00

Current Agreement Match Amount
$00,000.00

1. FEDERAL AWARD INFORMATION

Federal Award ID # (FAIN)
AWARD No.

Federal Award Date
Month dd, YYYY

Federal Awarding Agency
ex.: DHS / FEMA

Assistance Listing (CFDA)
00.000
Grant Program Name

Identification if the Award is for R&D:
No

2. GRANT AUTHORITY

A. Federal Authority to enter into this Grant exists in the Briefly describe the Authority to enter into the Agreement;

B. State Authority: to enter this Grant exists in CRS §24-1-128.6.

3. GENERAL DESCRIPTION OF THE PROJECT(S).

3.1. Project Description. Sample Text Only - Grantee will hire a contractor to complete a multi-hazard risk analysis for XXX County. The analysis will meet all FEMA's requirements. Subrecipient will execute and complete the projects as specified and outlined in their approved Insert Appropriate Reference.

3.2. Project Expenses. Project expenses include the costs to Sample Text Only - hire the contractor to complete the project as described in this §3 Statement of Work (SOW). All eligible expenses are listed in the budget agreement amount table of §9 of this SOW.

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

SAMPLE

STATEMENT OF WORK (CONT.)

4. PRINCIPAL REPRESENTATIVES

For the State:
Name, Title
Department of Public Safety,
Division of Homeland Security &
Emergency Management
8000 South Chester Street, Suite 575
Centennial, CO 80112
Name.Name@state.co.us

For Grantee:
Name, Title
Agency Name
Physical Address
Mailing or PO Address
City, CO ZIP Code
Email Address

5. ADMINISTRATIVE REQUIREMENTS:

5.1. The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (DHSEM).

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

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

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

Purchased with funds provided by the U.S. Department of Homeland Security.

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

5.3. **Non-Supplanting Requirement:** Grantees receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

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

SAMPLE

STATEMENT OF WORK (CONT.)

In addition:

5.4.1 Any sole source transaction in excess of $100,000 shall be approved in advance by the DHSEM.

5.4.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

5.4.3 Grantee shall verify Contractor(s) is/are not debarred from participation in state and federal programs by reviewing contractor debarment information on SAM.gov.

5.4.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the following phrase in the request listing:

"*This project was supported by grant #YYxxxYYxxxx, issued by the Colorado Division of Homeland Security and Emergency Management.*"

5.4.5 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of $5,000 or more, are assigned without the prior written consent of the DHSEM.

5.5. Additional Administrative Requirements:

5.5.1 All of the instructions, guidance, limitations, terms and conditions, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) and the Notice of Award (NOA) for this federal award are incorporated by reference. See also DHS Standard Terms and Conditions.

5.5.2 Grantees of FEMA financial assistance for programs that are subject to the Build America, Buy America Act (BABAA) must include a Buy America preference contract provision as noted in 2 C.F.R. § 184.4 and a and self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed or products supplied under the FEMA award subject to BABAA.

5.5.3 All applicant agencies that own resources currently covered by the Colorado Resource Typing Standards must agree to participate in the State's Emergency Resource Inventory Report and update their information on a quarterly basis.

SAMPLE

STATEMENT OF WORK (CONT.)

5.5.4 Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager within 45 days of the exercise. All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), and must be National Incident Management System (NIMS) compliant.

6. REPORTING REQUIREMENTS:

6.1. The project(s) approved in this Grant are to be completed on or before the termination date stated on the agreement's Grant Award Letter of this grant agreement. Grantee shall submit quarterly progress reports for each project identified in this agreement using the format provided by the DHSEM throughout the life of the grant.

Grantee shall submit narrative and financial reports describing project progress and accomplishments, and/or any delays in meeting project objectives and expenditures, to date as described in this §6.

Reports shall be submitted in accordance with the schedule table below. The order of the reporting period quarters below is irrelevant to the grant. Reports for the respective period are due on or before the due dates listed below if the grant is open during the "report period" time, and for every quarter that the grant remains open.

Report Period	Due Date
January, February, March	due April 30th
April, May, June	due July 30th
July, August, September	due October 30th
October, November, December	due January 30th

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

If all projects are completed before the end of the grant period, the final report may be submitted at any time during the period of performance. Further reports are not due after the DHSEM has received, and sent notice of acceptance, of the final grant report.

7. PAYMENT:

7.1. **Payment Schedule**: Grantee shall submit requests for reimbursement using the DHSEM's provided form, submission preference, and quarterly at minimum. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required progress reports outlined in §6.1 of this SOW.

SAMPLE

STATEMENT OF WORK (CONT.)

All requests shall be for eligible actual expenses incurred by Grantee, and as described in detail in the budget table(s) in §9 of this SOW. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution as outlined in §3.3 of this SOW.

If any progress reports are delinquent at the time of a payment request, the DHSEM may withhold such reimbursement until the required reports have been submitted.

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

8. TESTING AND ACCEPTANCE CRITERIA:

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

9. BUDGET AGREEMENT AMOUNT TABLE:

The following budget table contains amounts for the categories and/or project activities for this grant award.

Project Activity/Line Item	*Federal Share*	*Local Share*	*Total Project*
Planning	$ 000,000.00	$ 000,000.00	$ 000,000.00
Equipment	$ 000,000.00	$ 000,000.00	$ 000,000.00
Training	$ 000,000.00	$ 000,000.00	$ 000,000.00
Exercise	$ 000,000.00	$ 000,000.00	$ 000,000.00
PROJECT ACTIVITY SUBTOTAL	**$ 000,000.00**	**$ 000,000.00**	**$ 000,000.00**
Management & Admin	$ 000,000.00	$ 000,000.00	$ 000,000.00
TOTAL AWARD AMOUNT	**$ 000,000.00**	**$ 000,000.00**	**$ 000,000.00**

10. MODIFICATIONS

Any changes requested by the Grantee, or by the DHSEM, shall be made in writing. The DHSEM, in good faith and sole discretion, can modify this agreement and shall notify Grantee in writing with a letter of modification outlining any changes to this agreement with a modified SOW, and accompanied with an Acceptance Letter of Modification for the Grantee to sign as approval of such changes and/or modifications.

Only upon returning the Acceptance Letter of Modification, or further drawdowns of funds by the Grantee after notification of modification is made in writing by the DHSEM, will the modifications be deemed accepted by the Grantee in accordance with §3 of the attached Terms and Conditions of this Small Dollar Grant Award (SDGA). Examples of the modification notification letter, modified SOW, and Acceptance Letter of Modification are included.

SAMPLE

SDGA Grant Federal Provisions

1. Applicability of Provisions.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

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

2. Definitions.

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

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

2.1.2. "Entity" means:

2.1.2.1 a non-federal entity;

2.1.2.2 a non-profit organization or for-profit organization;

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

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

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

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

SDGA Grant Federal Provisions

2.1.8. "Nonprofit Organization" organization, that:

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

2.1.8.2 Is not organized primarily for profit; and

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

2.1.8.4 Is not an IHE.

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

2.1.10. "Pass-through Entity" means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

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

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

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

2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at SAM.gov.

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

SDGA Grant Federal Provisions

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

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

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

3. Compliance.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in SAM.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at SAM.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

SDGA Grant Federal Provisions

5. Total Compensation.

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

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

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2 $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

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

7. Effective Date and Dollar Threshold for Reporting.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total

award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

8.1. Subrecipient shall report as set forth below.

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

8.1.1.1 Subrecipient Unique Entity ID;

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

8.1.1.3 Subrecipient parent's organization Unique Entity ID;

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

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

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

8.1.2.1 Subrecipient's Unique Entity ID as registered in SAM.

8.1.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. Procurement Standards.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

SDGA Grant Federal Provisions

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and

national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

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

11. Single Audit Requirements.

11.1. If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in

accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

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

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

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

13. Certifications.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. Event of Default and Termination.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

SDGA Grant Federal Provisions

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

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

16.1. Whistle Blower Protections

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

File Attachments for Item:

7. Second Reading of Ordinance No. 087, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Transportation – Office of Transportation Safety and Risk Management for the Law Enforcement Assistance Fund Grant Program.

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $11,015.78 of unanticipated grant revenue from the Colorado Department of Transportation ("CDOT") Office of Transportation Safety and Risk Management for the Law Enforcement Assistance Fund ("LEAF") grant program. The funding will support the purchase of materials and equipment to support high visibility enforcement and impaired driving efforts.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

David Lindsay, Sergeant, Police Services
Carisa Clinton, Manager, Grants Administration

SUBJECT

Second Reading of Ordinance No. 087, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Transportation – Office of Transportation Safety and Risk Management for the Law Enforcement Assistance Fund Grant Program.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $11,015.78 of unanticipated grant revenue from the Colorado Department of Transportation ("CDOT") Office of Transportation Safety and Risk Management for the Law Enforcement Assistance Fund ("LEAF") grant program. The funding will support the purchase of materials and equipment to support high visibility enforcement and impaired driving efforts.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The LEAF grant program was created by the Colorado Legislature through statute to provide supplemental funding for local, county, and state law enforcement agencies to enforce Colorado's impaired driving laws. Fort Collins Police Services was awarded $11,015.78 to support the purchase of materials and equipment to support high visibility enforcement and impaired driving efforts.

CITY FINANCIAL IMPACTS

This item appropriates $11,015.78 of unanticipated grant revenue from the CDOT Office of Transportation Safety and Risk Management**.** Grant funds will support the purchase of materials and equipment to support high visibility enforcement and impaired driving efforts.

The grant is reimbursement-based and does not require local match funding.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 087, 2026

ORDINANCE NO. 087, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED GRANT REVENUE FROM THE COLORADO DEPARTMENT OF TRANSPORTATION – OFFICE OF TRANSPORTATION SAFETY AND RISK MANAGEMENT FOR THE LAW ENFORCEMENT ASSISTANCE FUND GRANT PROGRAM

A. The Colorado Department of Transportation's ("CDOT") Office of Transportation Safety and Risk Management provides funding for local law enforcement of Colorado's impaired driving laws through the Law Enforcement Assistance ("LEAF") grant program (the "Program").

B. Fort Collins Police Services ("FCPS") was awarded $11,015.78 through the Program. The $11,015.78 of unanticipated funds from the Program will be used to purchase materials and equipment to support high visibility enforcement and impaired driving efforts.

C. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of providing enhanced impaired driving enforcement.

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 General Fund and that this appropriation will not cause the total amount appropriated in the General 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 wishes to designate the appropriation herein from the CDOT Office of Transportation Safety and Risk Management for the LEAF grant Program 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 General Fund the sum of ELEVEN THOUSAND FIFTEEN DOLLARS AND SEVENTY-EIGHT CENTS ($11,015.78) to be expended in the General Fund for the purchase of materials and equipment to support high visibility enforcement and impaired driving efforts through the CDOT Office of Transportation Safety and Risk Management LEAF grant program.

Section 2. The appropriation herein for the CDOT Office of Transportation Safety and Risk Management LEAF grant program 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 July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Andrew Trevino

Exhibit: None

File Attachments for Item:

8. Second Reading of Ordinance No. 088, 2026, Appropriating Unanticipated Grant Revenue from the Nonattainment Area Air Pollution Mitigation Enterprise (NAAPME) for the Community Clean Transportation Assistance Program (CCTAP) Grant and Authorizing Transfers of Appropriations.

This Ordinance, unanimously adopted on First Reading on July 21, 2026, enables the City to receive and expend State of Colorado Nonattainment Air Pollution Mitigation Enterprise ("NAAPME"), Colorado Department of Transportation ("CDOT"), and local funds for the Connecting North College project (the "Project"). The funding will support the feasibility and preliminary design of bicycle, pedestrian, and connectivity improvements adjacent to North College Avenue as well as bicycle and pedestrian improvements along West Vine Drive.

If approved, the item will:

1) Appropriate $528,275 of NAAPME Community Clean Transportation Assistance Program (CCTAP) grant funds for the Project; and

2) Appropriate $102,690 in matching funds to meet the cost-share requirement of the grant.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Dashiell Bubar-Hall, Transportation Planner, FC Moves
Carisa Clinton, Manager, Grants Administration

SUBJECT

Second Reading of Ordinance No. 088, 2026, Appropriating Unanticipated Grant Revenue from the Nonattainment Area Air Pollution Mitigation Enterprise (NAAPME) for the Community Clean Transportation Assistance Program (CCTAP) Grant and Authorizing Transfers of Appropriations.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 21, 2026, enables the City to receive and expend State of Colorado Nonattainment Air Pollution Mitigation Enterprise ("NAAPME"), Colorado Department of Transportation ("CDOT"), and local funds for the Connecting North College project (the "Project"). The funding will support the feasibility and preliminary design of bicycle, pedestrian, and connectivity improvements adjacent to North College Avenue as well as bicycle and pedestrian improvements along West Vine Drive.

If approved, the item will:

1) Appropriate $528,275 of NAAPME Community Clean Transportation Assistance Program (CCTAP) grant funds for the Project; and

2) Appropriate $102,690 in matching funds to meet the cost-share requirement of the grant.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolutions and Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

This funding is provided by the Nonattainment Area Air Pollution Mitigation Enterprise, a program established within the Colorado Department of Transportation. NAAPME was established to support the mitigation of environmental and health impacts that occur within nonattainment areas throughout Colorado by funding projects that reduce traffic and encourage alternatives to driving alone. The Community Clean Transportation Assistance Program is funded by NAAPME to provide assistance to communities to develop and deliver projects that improve air quality in nonattainment areas.

This grant will fund the Project, which will provide the initial designs for active mode improvements along Willox Lane, Hickory Street, and West Vine Drive. These improvements will help fill in existing gaps in bicycle and pedestrian infrastructure, enabling residents to travel on safer low stress streets and trails.

Residents will also be able to access Soft Gold Park, the Poudre Trail, and the Hickory Trail without having to navigate North College Avenue.

CITY FINANCIAL IMPACT

This item appropriates $528,275 of unanticipated grant revenue from the NAAPME CCTAP grant to fund the Connecting North College Project**.**

This item also appropriates the transfer of matching funds of $27,690 from existing FC Moves staff time and effort in fund 292 to the project. Additionally, this item appropriates the transfer of $75,000 from Natural Areas (fund 272) to the project as matching funds. The remaining required match of $29,380 is being met through in-kind indirect costs.

The grant is reimbursement-based, with funds provided after eligible project expenses have been incurred.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 088, 2026

ORDINANCE NO. 088, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED GRANT REVENUE FROM THE NONATTAINMENT AREA AIR POLLUTION MITIGATION ENTERPRISE FOR THE COMMUNITY CLEAN TRANSPORTATION ASSISTANCE PROGRAM GRANT AND AUTHORIZING TRANSFERS OF APPROPRIATIONS

A. The purpose of this Ordinance is to enable the City to receive and expend State of Colorado Nonattainment Area Air Pollution Mitigation Enterprise ("NAAPME") grant funds through the Community Clean Transportation Assistance Program ("CCTAP") for the Connecting North College project (the "Project"). These funds will support the Project to study the feasibility and create the preliminary design of bicycle, pedestrian, and connectivity improvements adjacent to North College Avenue and along West Vine Drive.

B. The City has been awarded funding through the State of Colorado CCTAP NAAPME program established within the Colorado Department of Transportation to develop and deliver projects that improve air quality and mitigate environmental and health impacts that occur within nonattainment areas throughout Colorado by funding projects that reduce traffic and encourage alternatives to single occupancy vehicle travel. Resolutions authorizing execution of agreements facilitating receipt and administration of the grant are anticipated to be approved via Resolution Nos. 2026-093 and 2026-094.

C. This grant will fund the Project, which will provide the initial designs for active mode improvements along Willox Lane, Hickory Street, and West Vine Drive. The aim for these improvements is to help fill in existing gaps in bicycle and pedestrian infrastructure, enabling residents to travel on safer low stress streets and trails. Further, the aim is for residents to be able to access Soft Gold Park, the Poudre Trail, and the Hickory Trail without having to navigate North College Avenue.

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 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.

F. Article V, Section 10 of the City Charter authorizes 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.

G. The City Manager has recommended the transfer of $27,690 from the Transportation Services fund to the Project budget in the Capital Projects fund and the transfer of $75,000 from the Natural Areas fund to the Project budget in the Capital Projects fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

H. 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.

I. City Council wishes to designate the appropriations herein for the NAAPME CCTAP grant as appropriations that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from the grant.

J. These appropriations benefit the public health, safety, and welfare of the residents and traveling public of Fort Collins and serves the public purpose of improving multimodal transportation infrastructure and safety within 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. There is hereby appropriated from new revenue or other funds in the Capital Projects fund the sum of FIVE HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS ($528,275) to be expended in the Capital Projects fund for the Nonattainment Area Air Pollution Mitigation Enterprise for the Community Clean Transportation Assistance Program grant for the Project.

Section 2. The unexpended and unencumbered appropriated amount of TWENTY-SEVEN THOUSAND SIX HUNDRED NINETY DOLLARS ($27,690) is authorized for transfer from the Transportation Services fund to the Project budget in the Capital Projects fund and appropriated therein to be expended for the Nonattainment Area Air Pollution Mitigation Enterprise for the Community Clean Transportation Assistance Program grant for the Project.

Section 3. The unexpended and unencumbered appropriated amount of SEVENTY-FIVE THOUSAND DOLLARS ($75,000) is authorized for transfer from the Natural Areas fund to the Project budget in the Capital Projects fund and appropriated therein to be expended for the Nonattainment Area Air Pollution Mitigation Enterprise for the Community Clean Transportation Assistance Program grant for the Project.

Section 4. The appropriations herein for the Nonattainment Area Air Pollution Mitigation Enterprise for the Community Clean Transportation Assistance Program grant 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 grant or the City's expenditure of all funds received the such grant.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Heather N. Jarvis

Exhibit: None

File Attachments for Item:

9. Items Relating to Municipal Court Sentencing Penalties and Other Updates to the Criminal Code.

A. Second Reading of Ordinance No. 089, 2026, Amending Portions of Chapter 1 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

B. Second Reading of Ordinance No. 090, 2026, Amending Portions of Chapter 4 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

C. Second Reading of Ordinance No. 091, 2026, Amending Portions of Chapter 9 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

D. Second Reading of Ordinance No. 092, 2026, Amending Portions of Chapter 17 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

E. Second Reading of Ordinance No. 093, 2026, Amending Section 20-42 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

F. Second Reading of Ordinance No. 094, 2026, Amending Sections 23-193 and 23-203 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

G. Second Reading of Ordinance No. 095, 2026, Amending Sections of the Fort Collins Traffic Code to Align with State Law and Making Other Related Updates and Corrections.

These Ordinances, unanimously adopted on First Reading on July 21, 2026, amend provisions of the City Code and Traffic 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 2 of the Municipal Court sentencing Code update.

There are additional amendments being made to a few of the Code sections to track state law updates that have been made to those charges over time. The proposed amendments formalize current practice, improve clarity, provide clear notice to the public, law enforcement and the court, and will ensure consistency in charging and sentencing.

Proposed changes for Second Reading to Ordinances No. 090, 2026, No. 092, 2026, No. 094, 2026, and No. 095, 2026, are to keep the language of the Code consistent throughout, to make minor corrections, and for necessary modifications identified upon further review after First Reading and public comment.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

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

SUBJECT

Items Relating to Municipal Court Sentencing Penalties and Other Updates to the Criminal Code.

EXECUTIVE SUMMARY

A. Second Reading of Ordinance No. 089, 2026, Amending Portions of Chapter 1 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

B. Second Reading of Ordinance No. 090, 2026, Amending Portions of Chapter 4 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

C. Second Reading of Ordinance No. 091, 2026, Amending Portions of Chapter 9 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

D. Second Reading of Ordinance No. 092, 2026, Amending Portions of Chapter 17 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

E. Second Reading of Ordinance No. 093, 2026, Amending Section 20-42 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

F. Second Reading of Ordinance No. 094, 2026, Amending Sections 23-193 and 23-203 of the Code of the City of Fort Collins to Align with State Law and Making Other Related Updates and Corrections.

G. Second Reading of Ordinance No. 095, 2026, Amending Sections of the Fort Collins Traffic Code to Align with State Law and Making Other Related Updates and Corrections.

These Ordinances, unanimously adopted on First Reading on July 21, 2026, amend provisions of the City Code and Traffic 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 2 of the Municipal Court sentencing Code update.

There are additional amendments being made to a few of the Code sections to track state law updates that have been made to those charges over time. The proposed amendments formalize current practice, improve clarity, provide clear notice to the public, law enforcement and the court, and will ensure consistency in charging and sentencing.

Proposed changes for Second Reading to Ordinances No. 090, 2026, No. 092, 2026, No. 094, 2026, and No. 095, 2026, are to keep the language of the Code consistent throughout, to make minor

corrections, and for necessary modifications identified upon further review after First Reading and public comment.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinances on Second Reading.

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. Many of the proposed amendments in this agenda item specify the level of each offense per the new sentencing structure adopted in June 2026 and improve clarity within the Code.

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 Chapter 1 (General Penalties):

Updates to Section 1-15 are being proposed to allow for escalation of some civil penalties to escalate to the state level equivalent and to reorganize the restitution section.

An amendment to Section 1-19 is being proposed to help clarify the mental state (mens rea) required for an offense if no specific mental state requirement is stated. This amendment will explicitly state that the default mental state for an offense is strict liability and will help provide clarity and notice to the public and all parties to a case.

An amendment to Section 1-25 will allow probation to be considered as a sentencing alternative in misdemeanor traffic offenses. The current Code does not allow for probation, however offering an additional sentencing alternative other than fines and jail is a benefit to help ensure a safe community and also positively impact the drivers of these offenses.

Amendments to Chapters 4, 9, 17, 20-42, 23-193, 23-203, and the Fort Collins Traffic Code

Many of the proposed amendments in this Phase 2 of the Municipal Court sentencing updates address the penalty range for specific offenses in the Code per the new sentencing structure adopted in June 2026, and improve clarity within the Code.

There are additional amendments being made to a few of the Code sections to track state law updates that have been made to those charges over time. Adopting the same updates to the identical Municipal Code will help improve clarity, provide clear notice to the public, and ensure consistency in charging and sentencing between courts.

A few Code sections are being repealed. These sections are outdated and have either merged with other similar existing Code sections or are no longer available for prosecution in Municipal Court due to changes in the state law through legislation.

There are a significant number of City Code sections that are being proposed for amendment during phase 2 of the City Code sentencing update to comply with state law. The City Attorney's Office will continue to review of the Code for any additional provisions that are discovered that need updated and will address hose updates in future ordinances.

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 Ordinances represent the second phase of a broader effort to align the City Code with state law and improve clarity and consistency. The phase addresses the penalty range for specific offenses in the Code. It also includes amendments for clarity within the Code and repeal of outdated Code provisions.

CITY FINANCIAL IMPACTS

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

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

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

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 089, 2026
2. Ordinance No. 090, 2026
3. Ordinance No. 091, 2026
4. Ordinance No. 092, 2026
5. Ordinance No. 093, 2026
6. Ordinance No. 094, 2026
7. Ordinance No. 095, 2026

ORDINANCE NO. 089, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING PORTIONS OF CHAPTER 1 OF THE CODE OF THE CITY OF FORT COLLINS TO ALIGN WITH STATE LAW AND MAKING OTHER RELATED UPDATES AND CORRECTIONS

A. The updates in this Ordinance pertain to changes in Chapter 1 of the Fort Collins City Code which governs general provisions for Municipal Court.

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

C. On June 2, 2026, Council adopted amendments to Fort Collins Municipal Code Section 1-15 outlining the specific penalty changes to comply with the Camp decision.

D. A few minor additional amendments are now being made to Section 1-15 to clarify escalation of some infractions and clarify restitution provisions.

E. An amendment to Section 1-19 of the Fort Collins Municipal code will create a strict liability mens rea provision. Where there is no specific mens rea listed for an offense, those offenses will now be deemed strict liability offenses. This update will help improve clarity, provide clear notice to the public, and ensure consistency in application of the law.

F. One additional update to Section 1-25 will allow traffic cases to be eligible for probation as a consideration for sentencing. This option will misdemeanor traffic offenses to be handled consistently with state law sentences, ensure equitable enforcement, provide clarity, consistency, and allow more opportunities and sentencing alternatives other than a fine or jail for appropriate high level traffic offenses.

G. These amendments are intended to improve clarity, provide clear notice to the public, and ensure consistency in charging and sentencing. Also, the amendments contained herein are intended to align City Code with the City's general penalty provisions and applicable state law.

H. City Council determines that the amendments contained herein are necessary to provide clarity and consistency in the classification and enforcement of municipal offenses.

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 1-15 of the Code of the City of Fort Collins is hereby amended to read as follows:

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

. . .

(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. 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. All other violations under Chapter 28 of this Code or the Fort Collins Traffic Code shall be designated misdemeanor traffic offenses punishable as described in Subsection (h).

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

. . .

(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:

. . .

(4) If a person who is alleged to have committed a violation of any provision of this Code that is classified as a civil infraction who has been found liable for two (2) or more such violations within the twelve-month (12) 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 a petty or misdemeanor criminal offense as specifically provided for such designated level of violation, in addition to any costs which may be assessed. If no specific level of violation is designated, then the offense is an unclassified misdemeanor that is subject to a penalty or

imprisonment, costs, fees and any other orders imposed in accordance with this Section.

. . .

(g) Restitution: A law enforcement officer, code enforcement, 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. Restitution through Municipal Court shall not be available for victims of traffic infractions or traffic misdemeanors.

. . .

Section 2. Section 1-19 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 1-19. Accountability; behavior of another; complicity; mens rea.

(a) A person is guilty of an offense or liable for an infraction described in this Code committed by the behavior of another individual if:

. . .

(2) Such person acts with the culpable mental state sufficient for the commission of the offense or infraction in question and causes an innocent individual to engage in such behavior. For the purpose of this Subsection, *innocent individual* shall mean any individual not guilty of an offense or liable for an infraction, despite their behavior, because of duress, legal incapacity or exemption, or because such individual was unaware of the unlawful nature of the conduct in question or of the defendant's unlawful purpose, or because of any other factor, precluding the mental state required for the commission of the offense or infraction in question.

. . .

(e) Unless otherwise specified, the offenses in the Fort Collins Municipal and Traffic Codes are strict liability offenses. Strict liability offenses are established by proof beyond a reasonable doubt of conduct which includes a voluntary act or the omission to perform an act which the person is physically capable of performing and does not require a culpable mental state on the part of the actor.

Section 3. Section 1-25 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 1-25. - Sentences to probation.

(a) A person who has been convicted of a misdemeanor traffic offense, petty offense, or misdemeanor is eligible to be sentenced to the Municipal Court probation. A person may be referred to or ordered to probation for supervision of conditions of any deferred judgment and sentence agreement.

. . .

(d) In addition to imposing other conditions, if the conviction is for a jailable offense, the Municipal Court may impose jail as a condition of probation. The aggregate length of any such commitment whether continuous or at designated intervals may not exceed sixty (60) days for a misdemeanor traffic or misdemeanor offense or ten (10) days for a petty offense 1 (PO1).

. . .

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Alyssa Bamonti

Exhibit: None

ORDINANCE NO. 090, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING PORTIONS OF CHAPTER 4 OF THE CODE OF THE CITY OF FORT COLLINS TO ALIGN WITH STATE LAW AND MAKING OTHER RELATED UPDATES AND CORRECTIONS

A. The updates in this Ordinance pertain to changes in Chapter 4 of the Fort Collins City Code which governs animal offenses.

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

C. 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.

D. City Code contains numerous provisions establishing municipal offenses without clearly identifying the level of offense applicable to each violation.

E. City Council desires to amend these provisions to identify the appropriate level of offense for each violation consistent with state law and the City's updated penalty framework.

F. Code Section~~(s)~~ 4-71, 4-72, 4-75, 4-76. 4-116, 4-117, 4-118, 4-121, 4-122, and 4-123 are changes to offense without state equivalents and are being amended to improve clarity, provide clear notice to the public, align with state law, and ensure consistency in charging and sentencing.

G. 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.

H. City Council determines that the amendments contained herein are necessary to provide clarity and consistency in the classification and enforcement of municipal offenses.

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 4-1 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section:

. . .

Dangerous or vicious animal is any animal which has:

. . .

(5) acted in a manner that causes or should cause its owner to know that it is potentially vicious, or

(6) attacked or bitten a person and thereby caused death or serious bodily injury to such person;

(7) on two (2) or more occasions, attacked or bitten a person causing bodily injury to such person; or

(8) on two (2) or more occasions, killed or caused serious bodily injury to another pet animal; or

(9) been trained for fighting or is owned or kept for the purpose of animal fighting.

. . .

Section 2. The definition of "*Vicious animal*" contained in Section 4.1 of the Code of the City of Fort Collins is hereby deleted in its entirety:

Section 3. Section 4-31 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (d) which reads in its entirety as follows:

Sec. 4-31 License required.

. . .

(d) A first or second finding of liability under this Section is a civil infraction. A third or subsequent violation of this Section within a twelve (12) month period may, in the prosecutor's discretion, be charged as a petty offense (PO1).

Section 4. Section 4-34 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-34. License tags.

. . .

(c) Every dog or cat whose age is such that it is not required by this Chapter to be licensed shall bear an identification tag setting forth the name and address of its owner or keeper.

(d) If a license is lost or destroyed, the license holder may obtain a duplicate tag from the City or the Humane Society upon payment of a replacement fee.

. . .

(f) A first or second finding of liability under Subsections (a), (b), or (d) is a civil infraction. A third or subsequent violation of Subsections (a), (b), or (d) within a twelve (12) month period may, in the prosecutor's discretion, be charged as a petty offense (PO1).

Section 5. Section 4-51 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (d) which reads in its entirety as follows:

Sec. 4-51. Rabies vaccination required.

. . .

(d) A first or second finding of liability under this Subsection (a) is a civil fraction. A third or subsequent violation of Subsection (a) within a twelve (12) month period may, in the prosecutor's discretion, be charged as a petty offense (PO1).

Section 6. Section 4-52 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (h) which reads in its entirety as follows:

Sec. 4-52. Reporting animal bites; confinement.

. . .

(h) A first or second finding of liability under Subsection (a) is a civil infraction. A third or subsequent violation of Subsection (a) within a twelve (12) month period may, in the prosecutor's discretion, be charged as a petty offense (PO1).

Section 7. Section 4-53 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-53. Destruction of rabies infected animals.

If rabies has been detected in any animal, such animal shall be summarily destroyed.

A first or seconding finding of liability under this Section is a civil infraction. A third or subsequent violation of this Section within a twelve (12) month period may, in the prosecutor's discretion, be charged as a petty offense (PO1).

Section 8. Section 4-70 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-70. Improper care or treatment prohibited.

(a) No owner or keeper of an animal shall knowingly, recklessly, or with criminal negligence fail to provide that animal with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care, when necessary, and such other care as is customary and necessary for the animal's health and well-being, considering the species, breed and type of animal.

(b) No person shall knowingly, recklessly, or with criminal negligence leave any animal unattended within a parked vehicle so as to place the animal in danger of suffering heat exhaustion, heatstroke or death. Authorized personnel may make a prima facie determination as to whether the animal is in danger of suffering heat exhaustion, heatstroke or death, which determination may be based upon, but not limited to, a consideration of the following factors:

. . .

(c) No person shall knowingly, recklessly, or with criminal negligence beat, cruelly ill-treat, torment, overload, overwork, otherwise abuse or needlessly kill an animal or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans, nor shall any person transport or confine an animal in or upon any vehicle in such manner as to endanger the animal's health or life.

(d) No owner of an animal shall intentionally abandon such animal.

. . .

(f) Violations of Subsections (a), (b), (c), or (d) are class 1 misdemeanors. A violation of Subsection (e) is an unclassified misdemeanor.

Section 9. Section 4-71 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-71. Removal of animal waste required.

. . .

A first or second finding of liability under this Section is a civil infraction. A third or subsequent violation of this Section within a twelve (12) month period may, in the prosecutor’s discretion, be charged as a petty offense (PO1).

Section 10. Section 4-72 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-72. Minimum size of pasture area for horses or ponies.

. . .

A first or second finding of liability under this Section is a civil infraction. A third or subsequent violation of this Section within a twelve (12) month period may, in the prosecutor's discretion, be charged as a petty offense (PO1).

Section 11. Section 4-73 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (g) which reads in its entirety as follows:

Sec. 4-73. Limitation on possession and feeding of wild or exotic animals.

. . .

(g) A first or second finding of liability under Subsection (a) or (b) is a civil infraction. A third or subsequent violation of Subsection (a) or (b) within a twelve (12) month period may, in the prosecutor's discretion, be charged as a class 1 misdemeanor.

Section 12. Section 4-74 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-74. Maltreatment of performing animals prohibited.

. . .

A first or second finding of liability under this Section is a civil infraction punishable by up to a one thousand dollar ($1,000) fine. A third or subsequent violation of this Section within a twelve (12) month period may, in the prosecutor's discretion, be charged as a class 1 misdemeanor.

Section 13. Section 4-75 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-75. Vehicular accidents with animals; duties.

. . .

A first or second finding of liability under this Section is a civil infraction. A third or subsequent violation of this Section within a twelve (12) month period may, in the prosecutor's discretion, be charged as an unclassified misdemeanor.

Section 14. Section 4-76 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-76. Removal of dead animals required.

. . .

A first or second finding of liability under this Section is a civil infraction. A third or subsequent violation of this Section within a twelve (12) month period may, in the prosecutor's discretion, be charged as petty offense (PO1).

Section 15. Section 4-93 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (f) which reads in its entirety as follows:

Sec. 4-93. Animals at large prohibited.

. . .

(f) A first or second finding of liability under Subsections (a), (b), (c), or (e) is a civil infraction. A third or subsequent violation of Subsections (a), (b), (c), or (e) within a twelve (12) month period may, in the prosecutor's discretion, be charged as a petty offense (PO1) if no injury was involved or a class 2 misdemeanor if injury was involved.

Section 16. Section 4-94 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (e) which reads in its entirety as follows:

Sec. 4-94. Animal disturbance of peace and quiet prohibited.

. . .

(e) A first or second finding of liability under Subsection (a) is a civil infraction. A third or subsequent violation of this Subsection (a) within a twelve (12) month period may, in the prosecutor's discretion, be charged as a petty offense (PO1).

Section 17. Section 4-95 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-95. Public nuisance prohibited

(a) It shall be unlawful for any owner or keeper to fail to exercise proper care and control of their animal to prevent it from becoming a public nuisance.

(b) For purposes of this Section, a "public nuisance" means an animal that is not a dangerous animal or vicious animal, but otherwise:

(1) creates a safety or health hazard to persons or property; or

(2) damages or destroys the real or personal property of another; or

(3) creates offensive odors or unsanitary conditions that materially and unreasonably interfere with another person's lawful use and enjoyment of the person's home or property.

(c) If no bodily injury to a person occurred, a violation of this Section is a petty offense (PO1).

(d) If bodily injury to a person occurred, a violation of this Section is a class 2 misdemeanor.

Section 18. Section 4-96 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-96. Dangerous or vicious animals prohibited; permits; impoundment.

(a) It shall be unlawful for any person to own, possess, harbor, keep or maintain any dangerous or vicious animal within the City unless the Humane Society or the Municipal Judge has issued a permit for such animal consistent with the provisions contained in Subsection (c) below. A person commits ownership of a dangerous animal if such person owns, possesses, harbors, keeps, has a financial or property interest in, or has custody or control over a dangerous or vicious animal.

(b) It is a defense to the charge of owning or keeping a dangerous or vicious animal that the person or animal that was attacked or bitten by the allegedly dangerous or vicious animal was:

. . .

(c) For purposes of this Section, a person is lawfully upon the premises of an owner or keeper when such person is on the premises in the performance of any duty imposed by law or by the express or implied invitation of the owners of such premises or the owner's agent.

(d) Dangerous animal permit.

(1) If an animal control officer has reasonable grounds to believe that an animal is dangerous or vicious, the animal control officer may issue a summons to the owner or keeper of such animal and, in their discretion, may also issue a permit temporarily allowing the continued keeping of the animal within the City pending disposition of the summons so long as the owner or keeper of the animal complies with the requirements set forth in the permit. Said requirements shall include any conditions necessary to ensure that no person or animal is injured by the

dangerous animal. Permits shall only be issued for an individual animal. Temporary Permit requirements shall include, but are not limited to, the following:

. . .

(2) Temporary dangerous animal permits may be made permanent, modified or rescinded only upon order of the court upon disposition of the summons issued. A permanent dangerous animal permit becomes a civil order of the court. In making determinations, the court may receive evidence from the owner or keeper and the complainant, the animal control officer, a veterinarian, a licensed animal trainer, a Humane Society agent and any person having personal knowledge of the animal's condition. If the court finds that the animal is dangerous but decides that certain requirements set out in the temporary permit are not necessary for the protection of the public and other animals, the court may delete or modify those requirements.

(3) If the owner or keeper of an animal that is the subject of a dangerous or vicious animal citation has not been issued a permit to retain the animal under Paragraph (d)(1) of this Section, or if such person fails to comply with any of the requirements imposed under a temporary permit issued under this Section, or if such animal is found at large, the Humane Society is authorized to impound the animal at the owner's or keeper's expense until final disposition of any summons issued.

If the court finds that the animal is dangerous or vicious and does not order the animal destroyed, the court shall order the animal be registered with a Dangerous Animal Permit and comply with all permit requirements, in addition to any other requirements ordered by the court in accordance with § 4-197 of this Code.

(4) After a period of thirty-six (36) consecutive months from the date of the civil order issuing the permanent dangerous animal permit, and with no further violations of any provisions of this Chapter 4, the registered owner or keeper may petition the court by making a written request for a hearing to prove to the Court by clear and convincing evidence that the animal is no longer dangerous and/or to release some or all of the permit requirements. At such hearing, the court may require proof that the conditions of the permit have been satisfied for the requisite period, require the owner to produce the animal for inspection, allow an animal control officer to observe the animal in its natural surroundings, and to submit information pertinent to the dangerousness of the animal. If the court determines that the animal still constitutes a dangerous animal but that certain requirements contained in the permit are no longer necessary, the court may delete those conditions from the permit or modify them.

(5) Any person to whom a dangerous animal permit has been issued, or who requests that such a permit be modified or rescinded under the provisions of this Section, shall pay a fee to the Humane Society and court in an amount sufficient to cover the estimated costs of issuing, modifying or rescinding such permit, as

applicable. The amount of such fee and the time of payment shall be determined by the Humane Society and court and are in addition to any other fees authorized under this chapter.

(6) No person or dwelling unit or premises shall be issued more than two (2) dangerous animal permits at any time.

(e) It shall be unlawful for any person that owns, possesses, harbors, keeps or maintains an animal that has been deemed to be dangerous or vicious to fail to comply with the terms and conditions of any dangerous animal permit or to fail to register a dangerous or vicious animal as required in paragraph (d).

(f) A violation of this Section is as follows:

(1) Any owner or keeper who violates Subsection (a) of this Section whose animal inflicts serious bodily injury to a person commits a class 1 misdemeanor.

(2) Any owner or keeper who violates Subsection (a) of this Section whose animal inflicts bodily injury upon any person commits a class 2 misdemeanor.

(3) Any owner or keeper who violates Subsection (a) of this Section whose animal injures or causes the death of any domestic animal commits a class 2 misdemeanor.

(4) Any owner or keeper who violates Subsection (e) of this Section commits a class 2 misdemeanor.

Section 19. Section 4-97 of the Code of the City of Fort Collins is hereby deleted in its entirety and Section 4-97 is held in reserve.

Sec. 4-97. Reserved.

Section 20. Section 4-116 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-116. Quantity of pet animals restricted.

In no event shall any person keep at their premises more pet animals than can be properly maintained in a healthy condition without presenting a health or safety hazard to the owners, keeper or others and without constituting a nuisance to the occupants of neighboring properties.

A first or second finding of liability under this Section is a civil infraction. A third or subsequent violation of this Section within a twelve (12) month period may, in the prosecutor's discretion, be charged as a petty offense (PO1).

Section 21. Section 4-117 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (c) which reads in its entirety as follows:

Sec. 4-117. Sale of chickens and ducklings; quantity restricted; keeping of chickens and ducks.

. . .

(c) A first or second finding of liability under this Section is a civil infraction. A third or subsequent violation of this Section within a twelve (12) month period may, in the prosecutor's discretion, be charged as a petty offense (PO1).

Section 22. Section 4-118 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-118. Use of animals as inducement prohibited.

. . .

A first or second finding of liability under this Section is a civil infraction. A third or subsequent violation of this Section within a twelve (12) month period may, in the prosecutor's discretion, be charged as a petty offense (PO1).

Section 23. Section 4-119 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-119. Use of poison restricted.

. . .

A violation of this Section is a petty offense (PO1)~~. A~~ and is punishable by a fine of forty dollars ($40) ~~shall be assessed~~.

Section 24. Section 4-120 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-120. Trapping restricted.

. . .

(c) In the event that the presence of a wild or domestic animal within the City creates an imminent threat of injury to persons or serious damage to property, the Chief of Police, after consultation with the Humane Society and, in the case of a wild animal, the Colorado Division of Parks and Wildlife, may authorize the capture and disposition of said animal by such means as they may consider reasonably necessary; provided, however, that no

firearm may be utilized in the capture or disposition of such animal except by a peace officer trained in the use of the same under such circumstances as will not, in the judgment of said peace officer, unreasonably endanger the safety of others.

(d) A violation of this Section is a petty offense (PO1). ~~A~~ and is punishable by a fine of forty dollars ($40) ~~shall be assessed~~.

Section 25. Section 4-121 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (c) which reads in its entirety as follows:

Sec. 4-121. Keeping of goats.

. . .

(c) A first or second finding of liability under Subsection (a) is a civil infraction. A third or subsequent violation of this Subsection (a) within a twelve (12) month period may, in the prosecutor's discretion, be charged as a petty offense (PO1).

Section 26. Section 4-122 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (e) which reads in its entirety as follows:

Sec. 4-122. Retail sale of dogs and cats in stores prohibited.

. . .

(e) A first or second finding of liability under Subsection (a) is a civil infraction. A third or subsequent violation of this Subsection (a) within a twelve (12) month period may, in the prosecutor's discretion, be charged as a petty offense (PO1).

Section 27. Section 4-123 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (c) which reads in its entirety as follows:

Sec. 4-123. Sale of dogs and cats in public places prohibited.

. . .

(c) A first or second finding of liability under Subsection (a) is a civil infraction. A third or subsequent violation of this Subsection (a) within a twelve (12) month period may, in the prosecutor's discretion, be charged as a petty offense (PO1).

Section 28. Section 4-142 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-142. Sterilization of adopted animals required.

. . .

A violation of this Section is a civil infraction punishable by up to a one thousand dollar ($1000) fine.

Section 29. Section 4-157 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-157. Killing or capturing wild birds restricted.

. . .

A violation of this Section is a class 1 misdemeanor.

Section 30. Section 4-177 of the Code of the City of Fort Collins is hereby deleted in its entirety and Section 4-177 is held in reserve

Sec. 4-177. Reserved.

Section 31. Section 4-196 of the Code of the City of Fort Collins is hereby deleted in its entirety and Section 4-196 is held in reserve.

Sec. 4-196. Reserved.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Alyssa Bamonti

Exhibit: None

ORDINANCE NO. 091, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING PORTIONS OF CHAPTER 9 OF THE CODE OF THE CITY OF FORT COLLINS TO ALIGN WITH STATE LAW AND MAKING OTHER RELATED UPDATES AND CORRECTIONS

A. The updates in this Ordinance pertain to changes in Chapter 9 of the Fort Collins City Code which governs fire prevention and protection.

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

C. 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.

D. City Code contains numerous provisions establishing municipal offenses without clearly identifying the level of offense applicable to each violation.

E. City Council desires to amend these provisions to identify the appropriate level of offense for each violation consistent with state law and the City's updated penalty framework.

F. These amendments are intended to improve clarity, provide clear notice to the public, and ensure consistency in charging and sentencing. Also, the amendments contained herein are intended to align City Code with the City's general penalty provisions and applicable state law.

G. 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.

H. City Council determines that the amendments contained herein are necessary to provide clarity and consistency in the classification and enforcement of municipal offenses.

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 9-4 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 9-4. Violations and penalties.

Any person who shall violate any of the provisions of this chapter or the International Fire Code, as amended, or who shall fail to comply with any of the provisions or who shall violate or fail to comply with any orders made thereunder or who shall act in any way in violation of any permits issued thereunder shall, severally and for each and every violation in noncompliance respectively, be guilty of an unclassified misdemeanor punishable by the penalty set forth in § 1-15 of this Code. The imposition of one (1) penalty for any violation shall not excuse the violation or permit it to continue, and all persons shall be required to correct or remedy the violations or defects within a reasonable time, and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense. The application of any penalty pursuant hereto shall not be held to prevent the forced removal of prohibited conditions nor the suspension or removal of a permit or license issued thereunder.

Section 2. Section 9-23 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 9-23. Prohibited open fires and open burning.

(a) The following types of open fires and open burning are prohibited in the City at all times:

. . .

(b) A violation of the Section is a petty offense (PO1), unless a fire restriction is in place at the time of the offense, then it is a class 2 misdemeanor. A fine of not less than two hundred fifty dollars ($250) shall be assessed. This fine shall be mandatory and not subject to suspension. Nothing in this Subsection (b) shall be construed to limit the court's discretion in exercising other available sentencing alternatives in addition to the mandatory fine.

Section 3. Section 9-25 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 9-25. Stage 1 fire restrictions/prohibited and permitted acts.

(a) When Stage 1 fire restrictions are in place it shall be unlawful for any person to start, build, maintain, attend, or use an open fire or conduct open burning on public, private, state or federal lands within the City, except for the following activities:

. . .

(b) This provision does not apply to any person who, without lawful authority and knowingly, recklessly, or with criminal negligence, sets on fire, or causes to be set on fire, any woods, prairie, or grounds of any description, other than his or her own, or who, knowingly, recklessly, or with criminal negligence, permits a fire, set or caused to be set by such person, to pass from his or her own grounds to the injury of any other person

during a fire restriction or any other conduct that is otherwise felonious. The conduct described in this Subsection (b) is a felony and cannot be prosecuted in Municipal Court.

(c) A violation of a Stage 1 fire restriction is a class 2 misdemeanor. A fine of not less than two hundred fifty dollars ($250) shall be assessed. This fine shall be mandatory and not subject to suspension. Nothing in this Subsection (c) shall be construed to limit the court's discretion in exercising other available sentencing alternatives in addition to the mandatory fine.

Section 4. Section 9-27 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 9-27. Stage 2 fire restrictions/prohibited and permitted acts.

(a) When Stage 2 fire restrictions are in place it shall be unlawful for any person to start, build, maintain, attend or use any open fire or conduct open burning of any kind on public, private, state or federal lands within the City, with or without a permit, including fires in outdoor, solid-fuel burning fireplaces, fire pits, chimineas or other solid-fuel burning containers (approved or unapproved), except for the following activities:

. . .

(b) This provision does not apply to any person who, without lawful authority and knowingly, recklessly, or with criminal negligence, sets on fire, or causes to be set on fire, any woods, prairie, or grounds of any description, other than his or her own, or who, knowingly, recklessly, or with criminal negligence, permits a fire, set or caused to be set by such person, to pass from his or her own grounds to the injury of any other person during a fire restriction or any other conduct that is otherwise felonious. The conduct described in this Subsection (b) is a felony and cannot be prosecuted in Municipal Court.

(c) A violation of a Stage 2 fire restriction is a class 2 misdemeanor. A fine of not less than two hundred fifty dollars ($250) shall be assessed. This fine shall be mandatory and not subject to suspension. Nothing in this Subsection (c) shall be construed to limit the court's discretion in exercising other available sentencing alternatives in addition to the mandatory fine.

Section 5. Section 9-29 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (e) which reads in its entirety as follows:

Sec. 9-29. Temporary suspension of permitted open burns.

. . .

(e) A violation of Subsection (d) is a class 2 misdemeanor. A fine of not less than two hundred fifty dollars ($250) shall be assessed. This fine shall be mandatory and not subject to suspension. Nothing in this Subsection (e) shall be construed to limit the court's

discretion in exercising other available sentencing alternatives in addition to the mandatory fine.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Alyssa Bamonti

Exhibit: None

ORDINANCE NO. 092, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING PORTIONS OF CHAPTER 17 OF THE CODE OF THE CITY OF FORT COLLINS TO ALIGN WITH STATE LAW AND MAKING OTHER RELATED UPDATES AND CORRECTIONS

A. The updates in this Ordinance pertain to changes in Chapter 17 of the Fort Collins City Code which governs miscellaneous offenses.

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

C. 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.

D. City Code contains numerous provisions establishing municipal offenses without clearly identifying the level of offense applicable to each violation.

E. City Council desires to amend these provisions to identify the appropriate level of offense for each violation consistent with state law and the City's updated penalty framework.

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. Repeals set forth are based on changes to the state law since the enactment of the City Code

H. Code Section~~(s)~~ 17-42, 17-43, 17-44, 17-69, 17-70, 17-103, 17-121, 17-122, 17-125, 17-129, 17-131, 17-132, 17-136, 17-137, 17-141, 17-142, 17-143, 17-163, 17-164, 17-165, 17-182, 17-192, and 17-194 are changes to offense without state equivalents and are being amended to improve clarity, provide clear notice to the public, align with state law, and ensure consistency in charging and sentencing.

I. City Council determines that the amendments contained herein are necessary to provide clarity and consistency in the classification and enforcement of municipal offenses.

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 17-3 of the Code of the City of Fort Collins is hereby deleted in its entirety and Section 17-3 is held in reserve.

Sec. 17-3. Reserved.

Section 2. Section 17-21 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-21. Assault.

(a) No person shall knowingly or recklessly cause bodily injury to another person or with criminal negligence cause bodily injury to another person by means of a deadly weapon. This provision does not apply in the event of serious bodily injury or if the assault is otherwise felonious.

(b) No person shall, with intent to harass, annoy, threaten, or alarm another person whom the actor knows or reasonably should know to be a peace officer, a firefighter, an emergency medical care provider, or an emergency medical service provider, cause the other person to come into contact with blood, seminal fluid, urine, feces, saliva, mucus, vomit, or toxic, caustic, or hazardous material by any means, including throwing, tossing, or expelling the fluid or material.

A violation of this section is a class 1 misdemeanor.

Section 3. Section 17-36 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-36. Theft.

(a) No person shall knowingly obtain, retain, or exercise control over anything of value of less than two thousand dollars ($2,000~~.~~) of another without authorization, or by threat or deception~~,~~; receive~~s~~, loan~~s~~ money by pawn or pledge on, or dispose~~s~~ of anything of value or belonging to another that they know or believe~~s~~ to have been stolen, ~~and~~ when such person:

. . .

(5) Knowingly retains the thing of value more than seventy-two hours after the agreed-upon time of return in any lease or hire agreement; or

(6) Intentionally misrepresents or withholds a material fact for determining eligibility for a public benefit and does so for the purpose of obtaining or retaining public benefits for which the person is not eligible.

(b) For the purposes of this Section, a thing of value is that of “another” if anyone other than the defendant has a possessory or proprietary interest therein.

(c) A violation of this Section is ~~shall be classified and punished~~ as follows:

(1) Petty offense (PO1) if the value is less than three hundred dollars ($300);

(2) Class 2 misdemeanor if the value is three hundred dollars ($300) or more but less than one thousand dollars ($1,000);

(3) Class 1 misdemeanor if the value is one thousand dollars ($1,000) or more but less than two thousand dollars ($2,000).

Section 4. Section 17-38 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-38. - Concealment of goods.

If any person willfully conceals unpurchased goods, wares or merchandise valued at less than two thousand dollars ($2,000) owned or held by and offered or displayed for sale by any store or other mercantile establishment, whether the concealment be on their own person or otherwise and whether on or off the premises of the store or mercantile establishment, such concealment constitutes prima facie evidence that the person intended to commit the crime of theft.

Section 5. Section 17-39 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-39 Criminal Mischief

(a) A person commits criminal mischief when they knowingly damage the real or personal property of one (1) or more other persons, including property owned by the person jointly with another person or property owned by the person in which another person has a possessory or proprietary interest, and including property owned by the City, in the course of a single criminal episode.

(b) For purposes of this section, *damage* includes the reasonable cost of repair or replacement necessary to restore the property.

(c) A violation of this Section is ~~shall be classified and punished~~ as follows:

(1) Petty offense (PO1) if the damage is less than three hundred dollars ($300);

(2) Class 2 misdemeanor if the damage is three hundred dollars ($300) or more but less than one thousand dollars ($1,000);

(3) Class 1 misdemeanor if the damage is one thousand dollars ($1,000) or more but less than two thousand dollars ($2,000).

Section 6. Section 17-40 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (d) which reads in its entirety as follows:

Sec. 17-40. Trespass; trespass on railroad property.

. . .

(d) A violation of this Section is as follows:

(1) A violation of Subsection (a) or (b) of this Section is a petty offense (PO1).

(2) A violation of Subsection (c) of this Section is an unclassified misdemeanor.

Section 7. Section 17-41 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-41. Littering.

. . .

(d) A violation of this Section is a civil infraction.

(1) The maximum fine for a first conviction is five hundred dollars ($500).

(2) The maximum fine for a second or subsequent conviction is one thousand dollars ($1000).

Section 8. Section 17-42 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-42. Posting notices and handbills on premises.

. . .

(i) A violation of Subsection (b), (c), (d), or (e) is a petty offense (PO1).

Section 9. Section 17-43 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-43. Tampering.

. . .

A violation of this Section is an unclassified misdemeanor.

Section 10. Section 17-44 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-44. Misuse of public waters.

. . .

A violation of this Section is an unclassified misdemeanor.

Section 11. Section 17-45 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-45. Damage to public property.

. . .

A violation of this Section is ~~shall be classified and punished~~ as follows:

(1) Petty offense (PO1) if the damage is less than three hundred dollars ($300);

(2) Class 2 misdemeanor if the damage is three hundred dollars ($300) or more but less than one thousand dollars ($1,000);

(3) Class 1 misdemeanor if the damage is one thousand dollars ($1,000) or more but less than two thousand dollars ($2,000).

Section 12. Section 17-46 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (k) which reads in its entirety as follows:

Sec. 17-46. Appropriate use of public facilities.

. . .

(k) A violation under this Section is a petty offense (PO1).

Section 13. Section 17-61 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-61. False alarm.

(a) No person shall intentionally make a false or needless request for police or ambulance assistance or for the assistance of any specially commissioned officer of the City pursuant to §2-503(b)(2).

(b) No person shall knowingly cause by any means, including but not limited to activation, a false alarm of fire or other emergency or a false emergency exit alarm to sound or to be transmitted to or within an official or volunteer fire department, ambulance

service, law enforcement agency, or any other government agency which deals with emergencies involving danger to life or property.

(c) No person shall aid or abet in commission of Subsections (a) or (b).

(d) A violation of this Section is as follows:

(1) A violation of this Section is a class 1 misdemeanor if the false alarm or request causes the occupants of a building, place of assembly, or facility of public transportation to be evacuated or to be issued a shelter-in-place order, the false alarm or request causes any disruptions or impacts to regular activities, the false alarm or request results in the initiation of a standard response protocol in response to the false alarm, or the emergency response results in bodily injury of another person.

(2) If none of the ~~above~~ conditions in Subsection (d)(1) occur, a violation of this Section is a class 2 misdemeanor.

Section 14. Section 17-62 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-62. False report to law enforcement authorities.

(a) No person shall make a report or knowingly cause the transmission of a report to law enforcement authorities of a crime or other incident within their official concern when they know that it did not occur.

(b) No person shall make a report or knowingly cause the transmission of a report to law enforcement authorities pretending to furnish information relating to an offense or other incident within their official concern when the person knows that they have no such information or knows that the information is false.

(c) No person shall knowingly provide false identifying information to law enforcement authorities.

(d) No person shall knowingly make a false report of an imminent threat to the safety of a person or persons by use of a deadly weapon.

(e) For purposes of this Section, *law enforcement authorities* means Fort Collins Police Services, Poudre Fire Authority, Colorado State University Police Department, or any specially commissioned officer of the City appointed by the Chief of Police pursuant to Paragraph 2-503(b)(2) of this Code.

(f) As used in this section, *identifying information* means a person's name, address, birth date, social security number, or driver's license or Colorado identification number.

(g) A violation of this Section is as follows:

(1) A violation of Subsections (a), (b), or (c) is a class 2 misdemeanor.

(2) A violation of Subsection (d) is a class 1 misdemeanor.

Section 15. Section 17-63 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-63. Interference

(a) No person shall knowingly obstruct, impair, or hinder any peace officer, firefighter, emergency medical services provider, rescue specialist, volunteer, specially commissioned officer of the City, City employee or other public official acting under the color of their official authority to enforce the law or perform an official duty by using or threatening the use of violence, force, physical interference, or obstacle, or by knowingly providing false or misleading information to any such officer, employee, or official.

(b) When a peace officer or specially commissioned officer of the City, acting under the color of their official authority, is enforcing the law or performing an official duty, no person shall, after having been ordered by said officer to move on and away from the scene of the officer's activity, knowingly remain in the officer's presence or engage in conduct that disrupts, obstructs, impairs, or hinders the officer's enforcement of the law or the performance of their official duty.

(c) To ensure that animals used in law enforcement or fire investigation activities are protected from harm, no person shall knowingly obstruct, impair, or hinder any such animal in performing its law enforcement or fire prevention or investigation activities by using or threatening to use violence, force, physical interference or obstacle.

(d) It is no defense to a prosecution under this Section that a peace officer or specially commissioned officer of the City was acting in an illegal manner if the officer was acting under the color of their official authority. An officer acts *under the color of their official authority* if, in the regular course of assigned duties, such officer makes a judgment in good faith based upon surrounding facts and circumstances that they must act to enforce the law or preserve the peace.

(e) The terms *peace officer* and *firefighter* when used in this Section shall mean a peace officer or firefighter in uniform or, if out of uniform, one who has identified themselves by exhibiting peace officer or firefighter credentials to the person charged under this Section.

(f) The term *specially commissioned officer* of the City when used in this Section shall mean a specially commissioned officer of the City appointed by the Chief of Police pursuant to Paragraph 2-503(b)(2) of this Code who has identified themselves by exhibiting official credentials to the person charged under this Section.

(g) A violation of this Section is a class 2 misdemeanor.

Section 16. Section 17-64 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-64. Resisting arrest.

(a) No person shall knowingly prevent or attempt to prevent a peace officer, acting under color of official authority, from effecting an arrest of any person by:

. . .

(b) A peace officer is acting under color of official authority when, in the course of their duties, the peace officer is called upon to make or does in fact make a good faith judgment based on surrounding facts and circumstances that an arrest should be made. It is no defense to a prosecution under this Section that the arrest was unlawful if the peace officer was acting under color of official authority and did not use unreasonable or excessive force in effecting the arrest. A peace officer acts "under color of official authority" when, in the regular course of assigned duties, such officer is called upon to make, and does make, a judgment in good faith based upon facts and circumstances that an arrest should be made.

(c) The term "*peace officer*" as used in this Section means a peace officer in uniform or, if out of uniform, one who has identified themselves by exhibiting credentials as such peace officer to the person who arrest is attempted.

(d) ~~Resisting arrest~~ A violation of this Section is a class 2 misdemeanor.

Section 17. Section 17-65 of the Code of the City of Fort Collins is hereby deleted in its entirety and Section 17-65 is held in reserve.

Sec. 17-65. Reserved.

Section 18. Section 17-66 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-66. Impersonating a public officer.

No person other than a firefighter with the Poudre Fire Authority~~,~~ or specially commissioned officer of the City shall wear or carry the uniform, apparel, badge, identification card or any other insignia of office like or similar to, or a colorable imitation of, that adopted or worn or carried by firefighters~~,~~ or other specially commissioned officer of the City, respectively. No person shall in any other way falsely represent themselves to be a firefighter or specially commissioned officer of the City, nor shall any person not

so authorized exercise any duty, power or function of a ~~police officer,~~ firefighter or specially commissioned officer of the City.

A violation of this Section is a class 2 misdemeanor.

Section 19. Section 17-67 of the Code of the City of Fort Collins is hereby deleted in its entirety and Section 17-67 is held in reserve.

Sec. 17-67. Reserved.

Section 20. Section 17-68 of the Code of the City of Fort Collins is hereby deleted in its entirety and Section 17-68 is held in reserve.

Sec. 17-68. Reserved.

Section 21. Section 17-69 of the Code of the City of Fort Collins is hereby amended by the addition of subsections (d) and (e) which read in their entirety as follows:

Sec. 17-69. Violation of court orders.

. . .

(d) A person may not be charged under this Section for failing to appear in court.

(e) A violation of this Section is an unclassified misdemeanor.

Section 22. Section 17-70 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-70. Fraudulent identification documents prohibited.

. . .

(d) A violation of this Section is as follows:

(1) A violation of Subsection (a)(5), (a)(6), (a)(7), or (a)(8) is an unclassified petty offense.

(2) A violation of Subsection (a)(1), (a)(2), (a)(3), or (a)(4) is an unclassified misdemeanor offense.

Section 23. Section 17-81 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-81. Abandoned refrigerators and similar items.

. . .

A violation of this Section is a petty offense (PO1).

Section 24. Section 17-101 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-101. Discharging of weapons; permit.

(a) No person shall knowingly discharge a firearm towards another person.

(b) No person shall recklessly or with criminal negligence fire or shoot any gun, pistol, crossbow, bow and arrow, slingshot or other firearm or weapon whatsoever, including BB guns or pellet guns, except as otherwise provided in this Section.

(c) The discharge of firearms or weapons by any member of any law enforcement office in the course of such member's law enforcement training exercises or official duty shall not be deemed a violation of Subsection (a) above, and any firing range or training facility operated and maintained by Fort Collins Police Services or the County Sheriff's Office is exempt from the permit requirements specified in Subsection (c) below. The discharge of firearms or weapons in a City natural area, as defined in Section 23-192, by a person in possession of a valid, current, City-issued hunting permit shall not be deemed a violation of Subsection (a) above if the discharge occurs within the area identified and in the manner authorized by the subject permit.

(d) The Police Chief may issue a revocable permit allowing the discharge of firearms or weapons to any person discharging such firearms or weapons at a specific location to test-fire firearms cleaned or repaired at a licensed firearms dealer's business location only in areas of the City zoned for such firearms business use and only those established and operating as such businesses at the specific location prior to October 31, 2006, or to any public or private entity allowing the discharge of such weapons as part of an educational program or class of the City's Recreation Division, any school or university or at an established firing or archery range, provided that:

. . .

(e) No person shall violate the terms of any permit granted hereunder. Any violation shall, in addition to criminal penalties, result in the revocation of the permit.

(f) This provision does not apply in the event of a discharge of a firearm into any dwelling or any other building or occupied structure or any motor vehicle occupied by a person or if the discharge of a firearm is otherwise felonious. The conduct described in this Subsection (f) is a felony and cannot be prosecuted in Municipal Court.

(g) A violation of this Section is a class 1 misdemeanor.

Section 25. Section 17-102 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-102. Throwing of missiles.

(a) No person shall knowingly throw any missiles at or against any vehicle or bicyclist.

(b) As used in this Section, *missile* means any object or substance.

(c) A violation of this Section is as follows:

(1) If a missile is thrown at or against any vehicle, the person commits a civil infraction.

(2) If a missile is thrown at or against any bicyclist, the person commits a class 2 misdemeanor.

Section 26. Section 17-103 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-103. Bodily waste.

. . .

A violation of this Section is an unclassified misdemeanor.

Section 27. Section 17-121 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-121. Disturbing the peace.

. . .

A violation of this Section is an unclassified misdemeanor.

Section 28. Section 17-122 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (f) which reads in its entirety as follows:

Sec. 17-122. Staying on medians prohibited.

. . .

(f) A violation of this Section is a petty offense (PO1).

Section 29. Section 17-123 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-123. Loitering about schools.

(a) No person shall, with intent to interfere with or disrupt the school program or with intent to interfere with or endanger school children, loiter, idle, wander, stroll or play in a school building or on school grounds or within one hundred (100) feet of school grounds, either on foot or in or on any vehicle, when persons under the age of eighteen (18) years are present in the building or on the grounds, when such person has no reason or relationship involving custody of, or responsibility for a pupil or any other specific, legitimate reason for being there, and has been asked to leave by a school administrator or representative or by a peace officer.

(b) The word *loiter* means to be dilatory, to stand idly around, to linger, delay, or wander about, or to remain, aide, or tarry in a public place.

(c) It shall be an affirmative defense that the defendant's acts were lawful and they were exercising their rights of lawful assembly as a part of peaceful and orderly petition for the redress of grievances, either in the course of labor disputes or otherwise.

(d) A violation of this Section is a petty offense (PO1).

Section 30. Section 17-124 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-124. Disorderly Conduct

(a) It is unlawful for any person to intentionally, knowingly or recklessly:

. . .

(2) Make unreasonable noise in a public place or near a private residence that such person has no right to occupy; or

(3) Fight with another in a public place except in an amateur or professional contest of athletic skill; or

(4) Not being a peace officer, displays a real or simulated firearm, displays any article used or fashioned in a manner to cause a person to reasonably believe that the article is a firearm, or represents verbally or otherwise that they are armed with a firearm in a public place in a manner calculated to alarm and does alarm another person; or

(5) Not being a peace officer, discharges a firearm in a public place except when engaged in lawful target practice or hunting or the ritual discharge of blank ammunition cartridges as an attendee at a funeral for a deceased person who was a veteran of the armed forces of the United States.

(b) A violation of this Section is as follows:

(1) A violation under Subsection (a)(1) or (a)(2) of this Section is a petty offense (PO1); except that, if the offense is committed with intent to disrupt, impair, or interfere with a funeral, or with intent to cause severe emotional distress to a person attending a funeral, it is a class 2 misdemeanor.

(2) A violation under Subsection (a)(3) is a petty offense (PO1).

(3) A violation under Subsection (a)(4) is a class 2 misdemeanor.

(4) A violation under Subsection (a)(5) is a class 1 misdemeanor.

Section 31. Section 17-125(b) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-125. Use of parking areas.

. . .

(b) A violation of this Section is an unclassified petty offense.

Section 32. Section 17-126 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-126. Harassment

(a) A person commits harassment if, with intent to harass, annoy or alarm another person, they:

. . .

(4) Directly or indirectly initiates communication with a person or directs language toward another person, anonymously or otherwise, by telephone, telephone network, data network, text message, instant message, computer, computer network or computer system, or other interactive electronic medium in a manner intended to threaten bodily injury or property damage, or makes any comment, request, suggestion or proposal by telephone, computer, computer network, ~~or,~~ computer system, or other interactive electronic medium which is obscene; or

. . .

(7) Repeatedly insult, taunt, challenge, or makes communications in offensively coarse language to another in a manner likely to provoke a violent or disorderly response; or

(8) Wrongfully interferes with a transit worker performing a lawful duty.

(b) As used in this Section, unless the context otherwise requires, *obscene* means a patently offensive description of ultimate sexual acts or solicitation to commit ultimate sexual acts, whether or not said ultimate sexual acts are normal or perverted, actual or simulated, including masturbation, cunnilingus, fellatio, anilingus or excretory functions.

(c) A violation of this Section is as follows:

(1) A violation of Subsection (a)(1), (a)(3), or (a)(8) of this Section commits a class 1 misdemeanor.

(2) A violation of Subsection (a)(4), (a)(5), (a)(6), or (a)(7) of this Section commits a class 2 misdemeanor.

(3) A violation of subsection (a)(2) of this Section commits a petty offense (PO1).

(d) Any act prohibited by Paragraph (4) of Subsection (a) of this Section may be deemed to have occurred or to have been committed at the place at which the telephone call, electronic mail, or other electronic communication was either made or received.

Section 33. Section 17-128 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-128. Obstructing a highway or passageway.

. . .

(b) No person acting without legal privilege shall intentionally, knowingly, or recklessly:

. . .

(2) Disobey a reasonable request or order to move issued by one whom the person knows to be a peace officer, a firefighter, or a person with authority to control the use of the premises, to prevent obstruction of a highway or passageway or to maintain public safety by dispersing those gathered in dangerous proximity to a fire, riot, or other hazard.

(c) For purposes of this Section, the term *obstruct* shall mean to render impassable or to render passage unreasonably inconvenient or hazardous.

(d) The term *unreasonably inconvenient or hazardous* as defined in Subsection (a) shall include, but not be limited to, sitting, kneeling, or lying within twenty (20) feet of the entrance to any business establishment during the business hours of that establishment, whether or not a particular person's passageway has, in fact, been impeded.

(e) The foregoing prohibitions against sitting, kneeling, or lying within twenty (20) feet of the entrance to a business establishment during business hours shall not apply to any person who is:

. . .

(f) A violation this Section is a petty offense (PO1); except that knowingly obstructing the entrance into, or exit from, a funeral or funeral site, or knowingly obstructing a highway or other passageway where a funeral procession is taking place is a class 2 misdemeanor.

Section 34. Section 17-129 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-129. Unreasonable noise prohibited.

. . .

(d) A violation of this Section is as follows:

(1) A first violation of this Section is an unclassified petty offense.

(2) A second or subsequent violation of the Section within a twelve (12) month period is an unclassified misdemeanor.

. . .

Section 35. The definition of "*Responsible person*" contained in Section 17-130 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-130. Definitions.

. . .

Responsible person shall mean any person convicted of a violation of Subsection 17-131(b). If such a person is under the age of eighteen (18) years, the term *responsible person* also includes the person's parent or guardian.

. . .

Section 36. Section 17-131 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-131. Nuisance gatherings prohibited; penalty.

(a) A *nuisance gathering* means a social gathering or party which is conducted at a private place within the City and which, by reason of the conduct of those persons in attendance would:

. . .

(b) Any person being the owner, occupant, tenant or otherwise having any possessory control, individually or jointly with others, of any private place who either sponsors, conducts or hosts a social gathering or party and knowingly permits such social gathering or party to become a nuisance gathering as defined in this section commits an unclassified misdemeanor, and may further be ordered, as a condition of any sentence, to pay the costs of abatement pursuant to § 17-133.

(c) In any prosecution for a violation of this Section, proof that the owner or tenant of the private place upon which the nuisance gathering occurred was present at the time of the violation shall constitute prima facie evidence that such person was in control of the private place and sponsored, conducted or hosted the social gathering or party and knowingly permitted the violation to occur.

(d) All participants in any party or social gathering declared to be a nuisance gathering by a police officer shall cease participating and immediately disperse upon order of a police officer, and all persons not domiciled at the site of such social gathering or party shall leave the property immediately. Any person failing or refusing to obey and abide by such order commits an unclassified misdemeanor offense.

(e) Proof that a person convicted of a violation of this Section had attempted to disperse the participants at the social gathering or party, together with written verification that such person had initiated contact with Fort Collins Police Services or Colorado State University Police Department for assistance, shall be a mitigating factor in determining an appropriate penalty and apportionment of the cost of abatement.

Section 37. Section 17-132 of the Code of the City of Fort Collins is hereby deleted in its entirety and Section 17-132 is held in reserve.

Sec. 17-132. Reserved.

Section 38. Section 17-136 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-136. Possession of graffiti materials by minors prohibited.

. . .

(c) A violation of this Section is an unclassified petty offense.

Section 39. Section 17-137 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-137. Possession of graffiti materials prohibited.

. . .

(b) A person possesses graffiti materials when they possess any paint, marking pen, materials, instrument or other article adapted, designed or commonly used for committing or facilitating the commission of an offense involving damaging, defacing or destroying public or private property and intends to use the thing possessed in the commission of such offense, or knows that some other person intends to use the thing possessed in the commission of such an offense.

. . .

(d) A violation of this Section is an unclassified petty offense.

Section 40. Section 17-141 of the Code of the City of Fort Collins is hereby amended by the addition of a new Subsection (e) which reads in its entirety as follows:

Sec. 17-141. Carrying or drinking alcohol or fermented malt beverages in certain places.

. . .

(e) A violation of this Section is an unclassified petty offense.

Section 41. Section 17-142 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-142. Public nudity.

(a) No person who is ten (10) years of age or older shall intentionally expose any portion of their genitals or buttocks while that person is located:

. . .

(c) A violation of this Section is an unclassified misdemeanor.

Section 42. Section 17-143 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-143. Window peeping.

(a) No person shall be upon any property owned or occupied by another for the purpose of looking or peeping into any window, door, skylight or other opening in any house, room or other building occupied as a residence.

(b) No person shall loiter in a public street, alley, parking lot or other public place for the purpose of wrongfully observing the actions of the occupant of a place occupied as a residence.

(c) A violation of this Section is an unclassified misdemeanor.

Section 43. Section 17-145 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-145. Definitions; promoting certain materials or performances prohibited.

(a) The following words, terms and phrases, when used in this Section, shall have the following meanings:

. . .

(b) Promoting certain materials or performances prohibited.

. . .

(2) *Publicly displaying obscene material*. No person shall publicly display obscene material. A person violates this Subsection if that person knowingly:

. . .

(c) This provision does not apply in the event of promotion of obscenity to a minor or if the promotion of obscenity is otherwise felonious. The conduct described in this Subsection (c) is a felony and cannot be prosecuted in Municipal Court.

(d) A violation of this section is a class 2 misdemeanor.

Section 44. The definition of "*Substances releasing toxic vapors*" contained in Section 17-161 of the Code of the City of Fort Collins is hereby deleted in its entirety.

Section 45. Section 17-162 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-162. Use or possession as narcotic prohibited.

(a) No person shall knowingly smell or inhale the fumes of toxic vapors for the purpose of causing a condition of euphoria, excitement, exhilaration, stupefaction or dulled senses

or nervous system, nor knowingly possess, buy or use any such substance for the purpose of violating or aiding another to violate this Section.

(b) For the purposes of this section, the term “toxic vapors” means the following substances or products containing such substances:

(1) Alcohols, including methyl, isopropyl, propyl, or butyl;

(2) Aliphatic acetates, including ethyl, methyl, propyl, or methyl cellosolve acetate;

(3) Acetone;

(4) Benzene;

(5) Carbon tetrachloride;

(6) Cyclohexane;

(7) Freons, including freon 11 and freon 12;

(8) Hexane;

(9) Methyl ethyl ketone;

(10) Methyl isobutyl ketone;

(11) Naphtha;

(12) Perchlorethylene;

(13) Toluene;

(14) Trichloroethane; or

(15) Xylene.

(c) In a prosecution for a violation of this section, evidence that a container lists one or more of the substances described in subsection (b) of this section as one of its ingredients shall be prima facie evidence that the substance in such container contains toxic vapors and emits the fumes thereof.

(d) A violation of this Section is as follows:

(1) A violation of this Section is a petty offense (PO1).

(2) A second or subsequent violation of this Section within a twelve (12) month period is a class 2 misdemeanor.

Section 46. Section 17-163 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-163. Sale of substances regulated.

. . .

A violation of this Section is an unclassified misdemeanor.

Section 47. Section 17-164 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-164. Sales restricted to bona fide commercial establishments.

. . .

A violation of this Section is an unclassified misdemeanor.

Section 48. Section 17-165 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-165. Sale for prohibited purposes unlawful.

. . .

A violation of this Section is an unclassified misdemeanor.

Section 49. Section 17-167 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-167. Underage possession or consumption of alcohol prohibited.

(a) No person under twenty-one (21) years of age may possess or consume any ethyl alcohol anywhere in the City.

(b) A violation of this Section shall be a strict liability offense.

(c) It shall be an affirmative defense to the offenses described in Subsection (a) above that the ethyl alcohol was possessed or consumed by a person under twenty-one (21) years of age under the following circumstances:

. . .

(d) An underage person shall be immune from criminal prosecution under this Section if they establish the following:

. . .

(e) The testimony regarding the label of a bottle, can or other container will not constitute hearsay.

(f) A label which identifies the contents of any bottle, can or other container as "beer," "ale," "malt beverage," "fermented malt beverage," "malt liquor," "wine," champagne," "whiskey," "gin," "vodka," "tequila," "schnapps," "brandy," "cognac," "liqueur," "cordial," "alcohol," or "liquor" shall constitute primae facie evidence that the contents of the bottle, can or other container was composed in whole or part of ethyl alcohol.

(g) Evidence that the defendant was under the age of twenty-one (21) years, and manifested any of the characteristics commonly associated with ethyl alcohol intoxication or impairment while present anywhere in the City, shall be prima facie evidence of the violation of Subsection (a).

(h) The Municipal Court shall report violations of this Section and the failure to complete an alcohol education program to the Colorado Department of Revenue pursuant to C.R.S. Section 42-2-125.

(i) Upon dismissal of a case after a completion of a deferred judgment or diversion or any other action resulting in dismissal of the case or upon completion of the court-ordered substance abuse education and payment of any fine for a first conviction of this Section, the Municipal Court shall immediately order the case sealed and provide to the underage person and the prosecutor a copy of the order sealing the case for distribution by the appropriate party to all law enforcement agencies.

(j) A violation of Subsection (a) is an unclassified petty offense punishable as follows:

(1) The maximum fine for a first offense is one hundred dollars ($100) or the court shall order completion of a substance abuse education program, or both.

(2) The maximum fine for a second offense is one hundred dollars ($100) and the court shall order completion of a substance abuse education program and up to twenty-four (24) hours of useful public service.

(3) The maximum fine for a third offense is two hundred fifty dollars ($250) and the court shall order substance abuse evaluation and treatment and up to thirty-six (36) hours of useful public service.

Section 50. Section 17-168 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-168. Social host for ethyl alcohol or marijuana possession or consumption by persons under twenty-one years of age.

. . .

(d) A violation of this Section is a civil infraction.

Section 51. Section 17-169 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-169. Underage sales prohibited.

. . .

A violation of this Section is a class 2 misdemeanor.

Section 52. Section 17-170 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-170. Misrepresentation of age prohibited.

. . .

(c) A violation of this Section is a class 2 misdemeanor.

Section 53. Section 17-181 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-181. Camping on public property restricted.

. . .

A violation of this Section is petty offense (PO1).

Section 54. Section 17-182 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-182. Camping on private property restricted; exceptions.

. . .

(c) A violation of this Section is a petty offense (PO1).

Section 55. Section 17-191 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-191. Consumption and possession of marijuana.

. . .

(c) No person shall possess more than one (1) ounce of recreational marijuana or more than two (2) ounces of medical marijuana.

(d) No person under twenty-one (21) years of age shall consume or possess recreational marijuana. Illegal possession or consumption of recreational marijuana by an underage person is a strict liability offense.

(e) No person under twenty-one (21) years of age shall consume or possess medical marijuana unless they are a patient or primary caregiver in possession of a valid registry identification card pursuant to Article XVIII, Section 14 of the Colorado Constitution. Illegal possession or consumption of medical marijuana by an underage person is a strict liability offense.

(f) The possession or consumption of marijuana shall not constitute a violation of Subsections (d) and (e) if such possession or consumption takes place for religious purposes protected by the first amendment to the United States Constitution.

(g) A person shall be immune from criminal prosecution under this Section if they establish the following:

(1) The person reports in good faith an emergency drug or alcohol overdose event to a law enforcement officer, to the 911 system, or to a medical provider, or the person aids or seeks aid for the person who suffered the emergency drug or alcohol overdose;

(2) The person remains at the scene of the event until law enforcement or an emergency medical responder arrives;

(3) The person identifies themselves to, and cooperates with, the law enforcement officer, emergency medical responder, or medical provider; and

(4) The offense arises from the same course of events from which the emergency drug or alcohol oversold event arose.

(h) Prima facie evidence of a violation of Subsections (d) and (e) shall consist of:

. . .

(i) Upon dismissal of a case after a completion of a deferred judgment or diversion or any other action resulting in dismissal of the case or upon completion of the court-ordered

substance abuse education and payment of any fine for a first conviction of this Subsection (d) or Subsection (e), the Municipal Court shall immediately order the case sealed and provide to the underage person and the prosecutor a copy of the order sealing the case for distribution by the appropriate party to all law enforcement agencies.

(j) A violation of this Section is as follows:

(1) A violation of Subsections (a), (b), or (c) is an unclassified petty offense punishable by a fine of up to one hundred dollars ($100) and up to twenty-four (24) hours of useful public service.

(2) A violation of Subsection (d) or (e) is an unclassified petty offense punishable as follows:

a. The maximum fine for a first offense is one hundred dollars ($100) or the court shall order completion of a substance abuse education program, or both.

b. The maximum fine for a second offense is one hundred dollars ($100) and the court shall order completion of a substance abuse education program and up to twenty-four (24) hours of useful public service.

c. The maximum fine for a third offense is two hundred fifty dollars ($250) and the court shall order substance abuse evaluation and treatment and up to thirty-six (36) hours of useful public service.

Section 56. Section 17-192 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-192 Marijuana clubs prohibited.

. . .

A violation of this Section is an unclassified misdemeanor.

Section 57. Section 17-193 of the Code of the City of Fort Collins is hereby amended by read as follows:

Sec. 17-193. Transfer or display of marijuana on City-owned property prohibited.

. . .

A violation of this Section is a class 2 misdemeanor.

Section 58. Section 17-194 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-194. Use of alcohol, including ethanol for extractions prohibited.

. . .

A violation of this Section is an unclassified misdemeanor.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Alyssa Bamonti

Exhibit: None

ORDINANCE NO. 093, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 20-42 OF THE CODE OF THE CITY OF FORT COLLINS TO ALIGN WITH STATE LAW AND MAKING OTHER RELATED UPDATES AND CORRECTIONS

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 contains numerous provisions establishing municipal offenses without clearly identifying the level of offense applicable to each violation.

D. City Council desires to amend these provisions to identify the appropriate level of offense for each violation consistent with state law and the City's updated penalty framework.

E. These amendments are intended to improve clarity, provide clear notice to the public, and ensure consistency in charging and sentencing. Also, the amendments contained herein are intended to align City Code with the City's general penalty provisions and applicable state law.

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 provide clarity and consistency in the classification and enforcement of municipal offenses.

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 20-42 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 20-42. - Weeds, unmowed grasses, refuse and rubbish nuisances prohibited.

. . .

(i) The owner or occupant of any premises within the City, whether business, commercial, industrial or residential premises, shall maintain the property in a neat, tidy, methodical, systematic, clean and orderly condition, permitting no deposit or

accumulation of materials other than those ordinarily attendant upon the use for which the premises are legally intended. If a property is used for a purpose (including, without limitation, a junkyard) which, by its fundamental nature, cannot be maintained as required above, then, in lieu thereof, such property, or any affected portion thereof, shall be completely screened from public view and from the view of any abutting property that is used for residential purposes.

. . .

(n) No person shall cause or allow the disposal of refuse or rubbish by burning except in an incinerator that is designed for such purpose and pursuant to an operating permit from the State Department of Public Health and Environment. In no event may rubbish or refuse be burned in a stove or fireplace except for clean, dry, untreated wood.

(o) A violation of this Section is as follows:

(1) A first or second finding of liability under Subsections (a) through (l) is a civil infraction. A third or subsequent violation of Subsections (a) through (l) may, in the prosecutor's discretion, be charged as an unclassified misdemeanor.

(2) A violation of Subsections (m) and (n) is an unclassified misdemeanor.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Alyssa Bamonti

Exhibit: None

ORDINANCE NO. 094, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTIONS OF CHAPTER 23-193 AND 23-203 OF THE CODE OF THE CITY OF FORT COLLINS TO ALIGN WITH STATE LAW AND MAKING OTHER RELATED UPDATES AND CORRECTIONS

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 contains numerous provisions establishing municipal offenses without clearly identifying the level of offense applicable to each violation.

D. City Council desires to amend these provisions to identify the appropriate level of offense for each violation consistent with state law and the City's updated penalty framework.

E. These amendments are intended to improve clarity, provide clear notice to the public, and ensure consistency in charging and sentencing. Also, the amendments contained herein are intended to align City Code with the City's general penalty provisions and applicable state law.

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 provide clarity and consistency in the classification and enforcement of municipal offenses.

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 23-193 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 23-193. - Prohibited acts; permits.

(a) It shall be unlawful to:

. . .

(16) Violate the following in any natural area:

. . .

d. Section 12-20, prohibiting tampering with refuse or rubbish containers;

. . .

g. Fort Collins Traffic Code or Chapter 28, regarding vehicles and traffic.

. . .

(c) No person shall engage in any conduct or activity within or upon a natural area when a sign has been posted by the Service Unit that the particular area or a portion of the area is closed for such use, based upon a determination by the Service Unit that such prohibition is appropriate to protect the safety or well-being of persons or animals; the natural area, related facilities or any other City property or facility; the use and enjoyment of said areas or facilities by the general public; the needs and objectives of the City in maintaining and operating the same; and/or the natural environment in general. Specific activities that shall be unlawful when posted as prohibited by a sign include (but are not limited to):

. . .

(f) A violation of this Section is as follows:

(1) A violation of Subsection (a)(6), (a)(14), ~~and~~or (d)(18) ~~of this Section~~ is a civil infraction punishable by up to a one hundred dollar ($100) fine.

(2) A violation of Subsection (a)(1), (a)(2), (a)(3), (a)(4), (a)(5), (a)(7), (a)(8), (a)(9), (a)(11), (a)(12), (a)(15), (a)(17), (a)(18), Subsection (b), Subsection (c), (d)(1), (d)(2), (d)(3), (d)(10), (d)(11), (d)(12), (d)(13), (d)(14), (d)(15), (d)(16), (d)(17), (d)(19), (d)(21), or (d)(22) ~~of this Section~~ is a petty offense (PO1).

(3) A violation of Subsection (a)(10), (a)(13), (d)(4), (d)(5), (d)(6), (d)(7), (d)(8), or (d)(9), is a class 2 misdemeanor.

(4) A violation of Subsection (d)(20) is a class 1 misdemeanor.

(5) A violation of Subsection (a)(16) ~~of this Section shall be guilty of~~ is punishable pursuant to the level of offense applicable to the underlying violation.

Section 2. Section 23-203 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 23-203. - Prohibited acts; permits.

(a) It shall be unlawful to:

(1) Discard, dispose or release any waste or hazardous substance of any kind in a recreation area or in a manner reasonably likely to result in the entrance of such waste or hazardous substance into or upon a recreation area, except for the disposal of incidental trash generated from activities in the recreation area in receptacles provided and marked for disposal of trash.

(2) Bring any glass container into a recreation area or possess the same while in any recreation area except when removing containers during site clean-up activities.

(3) Bathe or wash any persons or objects in any waters of a recreation area, or otherwise in any manner reasonably likely to result in the release of any waste or hazardous substance in any waters of a recreation area.

(4) Drive, hit or throw golf balls into or upon any recreation area, except City golf courses in accordance with the rules and regulations of the golf courses.

(5) Operate or park a motor vehicle or other motorized means of conveyance anywhere in a recreation area other than on established roadways and in designated parking areas, with the following exceptions:

. . .

. . .

(f) A violation of this Section is as follows:

(1) A violation of Subsection (a)(5) is a civil infraction punishable by up to a one hundred dollar ($100) fine.

(2) A violation of subsections (a)(1), (a)(2), (a)(3), (a)(4), (a)(6), (a)(8), (a)(10), (a)(11), (a)(12), (a)(13), (a)(14), subsection (b), subsection (c), subsection (d)(1), (d)(2), (d)(3), (d)(9), (d)(10), (d)(11), (d)(12), (d)(13), (d)(14), (d)(15), or (d)(16) is a petty offense (PO1).

(3) A violation of Subsection (a)(7), (d)(4), (d)(5), (d)(6), (d)(7), ~~and~~or (d)(8) is a class 2 misdemeanor.

(4) A violation of Subsection (a)(15) ~~shall be guilty of~~ is punishable pursuant to the level of offense applicable to the underlying violation.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Alyssa Bamonti

Exhibit: None

ORDINANCE NO. 095, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE FORT COLLINS TRAFFIC CODE TO ALIGN
WITH STATE LAW AND MAKING OTHER RELATED UPDATES
AND CORRECTIONS

A. The updates in this Ordinance govern general provisions for the Fort Collins Traffic Code.

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

C. 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.

D. While the Camp decision did not apply specifically to traffic offenses, to ensure equitable enforcement, clarity, consistency, and to avoid potential challenges similar to the Camp case, the City is aligning misdemeanor traffic offenses with state law as most traffic misdemeanors in the City Code are identical to state traffic misdemeanors.

E. City Code contains numerous provisions establishing misdemeanor traffic offenses without clearly identifying the level of offense applicable to each violation.

F. City Council desires to amend these provisions to identify the appropriate level of offense for each misdemeanor traffic violation consistent with state law and the City's updated penalty framework and clarify other ambiguous offenses.

G. These amendments are intended to improve clarity, provide clear notice to the public, and ensure consistency in charging and sentencing. Also, the amendments contained herein are intended to align City Code with the City's general penalty provisions and applicable state law.

H. 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.

I. City Council determines that the amendments contained herein are necessary to provide clarity and consistency in the classification and enforcement of municipal traffic offenses.

J. An additional traffic infraction is added to address failing to yield to the right-of-way of transit buses. This has been identified as an issue by City staff, would allow The City to enforce such violations, and would maintain consistency with state law.

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 227 of the Fort Collins Traffic Code is hereby amended to read as follows:

227. Window unobstructed – certain materials prohibited – windshield wiper requirements

. . .

(3) A violation of this Section is a traffic infraction.

(4) Subsection (1)(a) through (e) of this Section shall not apply to law enforcement vehicles, police officers, peace officers or other law enforcement officers operating a motor vehicle while in the performance of their official duties.

(5) This Section shall apply to all motor vehicles, except that Subsection (2) of this Section shall not apply to low-speed electric vehicles.

Section 2. Section 235 of the Fort Collins Traffic Code is hereby amended to read as follows:

235. Minimum standards for commercial vehicles.

. . .

(2) No person shall operate a commercial vehicle on any public highway unless such vehicle is in compliance with the rules and regulations adopted by the Department. Any person who violates a rule or regulation promulgated by the Department commits a misdemeanor traffic 2 offense (MT2).

Section 3. Section 239 of the Fort Collins Traffic Code is hereby amended to read as follows:

239. Misuse of a mobile electronic device - definitions

. . .

~~(2) No person under eighteen (18) years of age shall use a mobile electronic device while operating a motor vehicle.~~

(~~3~~2) Except as specified in Subsection (4~~3~~) of this Section, an individual shall not use a mobile electronic device while operating a motor vehicle.

(~~4~~3) It is not a violation of Subsections (2) ~~or (3)~~ of this Section to use a mobile electronic device:

. . .

~~(5) (a) A person who operates a motor vehicle in violation of Subsection (2) of this Section commits a traffic infraction defined in Section 1-15 of the City Code, and the court shall assess a minimum fine of fifty dollars ($50).~~

~~(b) The court shall assess a fine of one hundred dollars ($100) upon a second or subsequent violation of Subsection (2) of this Section.~~

(~~5.5~~4) (a) A person who operates a motor vehicle in violation ~~of subsection (3)~~ of this Section commits a ~~class 2 misdemeanor traffic offense, and the court shall assess a fine of three hundred dollars ($300)~~traffic infraction.

(~~6~~5) ~~(a) An operator of a motor vehicle shall not be cited for a violation of Subsection (2) of this Section unless the operator was under eighteen (18) years of age and a law enforcement officer saw the operator use a mobile electronic device.~~

~~(b)~~ An operator of a motor vehicle shall not be cited for a violation of Subsection (~~3~~2) of this Section unless a law enforcement officer saw the operator use a mobile electronic device for the purpose of engaging in text messaging or other similar forms of manual data entry or transmission, in a manner that caused the operator to drive in a careless and imprudent manner, without due regard for the width, grade, curves, corners, traffic, and use of the streets and highways and all other attendant circumstances, as prohibited by Section 1402.

(~~7~~6) This Section does not apply to an individual with a commercial driver's license who is operating a commercial vehicle.

(~~8~~7) The provisions of this Section shall not be construed to authorize the seizure and forfeiture of a wireless telephone, unless otherwise provided by law.

Section 4. Section 301 of the Fort Collins Traffic Code is hereby amended to read as follows:

301. Certificate of emission.

. . .

(3) Any vehicle owner who violates any provision of Subsection (1) of this Section is guilty of a misdemeanor traffic 2 offense (MT2) and, upon conviction thereof, shall be punished by a fine of fifty dollars ($50). Any nonowner driver who violates this Section is guilty of a misdemeanor traffic 2 offense (MT2) and upon conviction thereof, shall be punished by a fine of ~~fifty dollars ($50)~~ fifteen dollars ($15).

. . .

(5) Any person, except for any emissions inspector or emissions mechanic, who violates any provision of Subsection (4) of this Section is guilty of a traffic infraction.

Any emissions inspector or emissions mechanic who violates Subsection (4) is guilty of a class 2 misdemeanor.

. . .

Section 5. Section 302 of the Fort Collins Traffic Code is hereby amended to read as follows:

302. - Visible emissions from non-diesel-powered motor vehicles.

. . .

(5) ~~Any person who violates the provisions of Subsection (1) of this Section is guilty of a misdemeanor traffic offense and, upon conviction thereof, shall be punished in accordance with Subsection 1015 of the City Code.~~A violation of Subsection (1) of this Section is a traffic infraction.

Section ~~5~~6. Section 507 of the Fort Collins Traffic Code is hereby amended to read as follows:

507. Wheel and axle loads.

. . .

(6) A violation of this Section is a misdemeanor traffic 2 offense (MT2).

Section ~~6~~7. Section 508 of the Fort Collins Traffic Code is hereby amended to read as follows:

508. Gross weight of vehicles and loads.

. . .

(3) A violation of this Section is a misdemeanor traffic 2 offense (MT2).

Section ~~7~~8. Section 509 of the Fort Collins Traffic Code is hereby amended to read as follows:

509. Vehicles weighed – excess removed.

. . .

(5) A violation of this Section is a misdemeanor traffic 2 offense (MT2).

Section ~~8~~9. Section 510 of the Fort Collins Traffic Code is hereby amended to read as follows:

510. Permits for excess size and weight and for manufactured homes.

. . .

(2) In the event of an imminent natural or man-made disaster or emergency, including, but not limited to, rising waters, flood or fire, the owner, owner's representative or agent, occupant or tenant of a manufactured home or the mobile home park owner or manager, lienholder or manufactured home dealer is specifically exempted from the need to obtain a permit pursuant to this Section and may move the endangered manufactured home out of the danger area to a temporary or new permanent location and may move such manufactured home back to its original location without a permit, penalty or fee requirement. Upon any such move to a temporary location as a result of a disaster or emergency, the person making the move or their agent or representative shall notify the county assessor in the county to which the manufactured home has been moved, within twenty (20) days after such move, of the date and circumstances pertaining to the move and the temporary or permanent new location of the manufactured home. If the manufactured home is moved to a new permanent location from a temporary location as a result of a disaster or emergency, a permit for such move shall be issued but no fee shall be assessed.

. . .

(9) (a) Any person holding a permit issued pursuant to Section 42-4-510, C.R.S., or any person operating a vehicle pursuant to such permit who violates any provision of Section 42-4-510, C.R.S., any ordinance or resolution of a local authority or any standards or rules or regulations promulgated pursuant to Section 42-4-510, C.R.S., except the provisions of Section 42-4-510(2)(b), C.R.S., commits a ~~class 2 misdemeanor and, upon conviction thereof, shall be fined four hundred dollars ($400)~~traffic infraction.

. . .

Section ~~9~~10. Section 514 of the Fort Collins Traffic Code is hereby amended to read as follows:

514. Hazardous materials transport – deviation from authorized route – penalty.

. . .

(2) Any person who transports hazardous materials by motor vehicle in a manner inconsistent with the provisions of Subsection (1) of this Section commits a misdemeanor traffic 2 offense (MT2) and shall be assessed a penalty of two hundred fifty dollars ($250) for each separate violation. A person who commits a second or subsequent violation within a twelve-month period of transporting hazardous materials by motor vehicle in a manner inconsistent with the provisions of Subsection (1) of this Section commits a misdemeanor traffic 1 offense (MT1) and shall be issued a summons and complaint, and upon conviction thereof, ~~shall be punished~~is punishable by a fine of not less than two hundred fifty dollars ($250) nor more than five hundred dollars ($500).

. . .

Section 1~~0~~1. Section 607 of the Fort Collins Traffic Code is hereby amended to read as follows:

607. Interference with official devices.

. . .

(2) No person shall use, possess, or sell, without lawful authority, any electronic device or other device that is designed to cause or causes a traffic light to change.

(3) Any person who violates Subsections (1) and (2) commits a traffic infraction, except that a person who violates Subsection (2) and thereby proximately causes bodily injury to another person commits a misdemeanor traffic 1 offense (MT1) and, in addition to any other penalty, the Court shall impose a fine of one thousand dollars ($1,000).

Section 12~~1~~. Section 705 of the Code of the City of Fort Collins is hereby amended to read as follows:

705. Operation on approach of emergency vehicles.

. . .

(3) On a highway with at least two (2) adjacent lanes proceeding in the same direction on the same side of the highway where a stationary authorized emergency vehicle, stationary towing carrier vehicle, or stationary public utility service vehicle is located, the driver of an approaching or passing vehicle shall proceed with due care and caution and yield the right-of-way by moving into a lane at least one (1) moving lane apart from the stationary authorized emergency vehicle, stationary towing carrier vehicle, or stationary public utility service vehicle unless directed otherwise by a peace officer or other authorized emergency personnel. If movement to an adjacent moving lane is not possible due to weather, road conditions or the immediate presence of vehicular or pedestrian traffic, the driver of the approaching vehicle shall proceed in the manner described in Subsection (5) of this Section.

(4) On a highway that does not have at least two (2) adjacent lanes proceeding in the same direction on the same side of the highway where a stationary authorized emergency vehicle is located, or if the movement by the driver of the approaching vehicle into an adjacent moving lane, as described in Paragraph (a) of this Subsection (3), is not possible, the driver of an approaching vehicle shall reduce and maintain a safe speed with regard to the location of the stationary authorized vehicle, stationary towing vehicle, or stationary public utility service vehicle, weather conditions, road conditions and vehicular or pedestrian traffic and proceed with due care and caution, or as directed by a peace officer or other authorized emergency personnel.

(5) A driver in a vehicle shall exhibit due care and caution and proceed as described in Subsections (3) and (4) of this Section when approaching or passing:

(a) A stationary authorized emergency vehicle that is giving a visual signal by means of flashing, rotating, or oscillating red, blue, or white lights as permitted by Section 213 or 222; or

(b) A stationary towing carrier vehicle that is giving a visual signal by means of flashing, rotating, or oscillating yellow lights; or

(c) A stationary public utility service vehicle that is giving a visual signal by means of flashing, rotating, or oscillating amber lights; or

(d) A stationary motor vehicle giving a hazard signal by displaying alternately flashing lights or displaying warning lights.

(6) A violation of this Section is as follows:

(a) A violation of Subsections (1), (2), (3), or (4) is a traffic infraction.

(b) A violation of Subsection (5) ~~commits~~ is deemed careless driving as described in Section 1402, which is classified as a misdemeanor traffic 2 offense (MT2).

Section 13~~2~~. The Fort Collins Traffic Code is hereby amended by the addition of a new Section 713 which reads in its entirety as follows:

713. Yielding right-of-way to transit buses

(1) As used in this Section, unless the context otherwise requires:

(a) "Public mass transit operator" means a state or local governmental entity which provides mass transit services within the state of Colorado.

(b) "Transit bus" means a bus operated by a public mass transit operator.

(2) Drivers of vehicles in the same lane of traffic and behind a transit bus shall yield the right-of-way to the bus if:

(a) The driver of the transit bus, after stopping to allow passengers to board or exit, is signaling an intention to enter a traffic lane; and

(b) A yield sign as described in Subsection (3) of this Section is displayed and illuminated on the back of the transit bus.

(3) The yield sign referred to in paragraph (b) of Subsection (2) of this Section shall:

(a) Warn a driver of a vehicle behind the transit bus that the driver is required to yield when the bus is entering a traffic lane; and

(b) Be illuminated when the driver of the transit bus is attempting to enter a traffic lane.

(4) This Section does not require a public mass transit operator to install yield signs as described in Subsection (3) of this Section on transit buses operated by the public mass transit operator.

(5) This Section does not relieve a driver of a transit bus from the duty to drive with due regard for the safety of all persons using the roadway.

Section 14~~3~~. Section 1008.5 of the Fort Collins Traffic Code is hereby amended to read as follows:

1008.5 Crowding or threatening a bicyclist.

. . .

(2) Any person who violates Subsection (1) of this Section commits careless driving as described in Section 1402, which is classified as a misdemeanor traffic 2 offense (MT2).

Section 154. Section 1101 of the Code of the City of Fort Collins is hereby amended to read as follows:

1101. Speed limits.

. . .

(11) (a) A violation of driving one (1) to twenty-four (24) miles per hour in excess of the reasonable and prudent speed or in excess of the maximum lawful speed limit of seventy-five (75) miles per hour is a traffic infraction.

(b) A violation of driving twenty-five (25) or more miles per hour in excess of the reasonable and prudent speed or in excess of the maximum lawful speed limit of seventy-five (75) miles per hour is a misdemeanor traffic 2 offense (MT2); except that such violation within a maintenance, repair, or construction zone, designated pursuant to Section 42-4-614 C.R.S., is a misdemeanor traffic 1 offense (MT1).

(c) A violation under Subsection (3) of this Section is a traffic infraction.

Section 165. Section 1105 of the Fort Collins Traffic Code is hereby amended to read as follows:

1105. Speed contests, exhibition of speed – immobilization.

. . .

(5) (a) A violation of Subsection (1) is a misdemeanor traffic 1 offense (MT1).

(b) A violation of Subsection (2) is a misdemeanor traffic 2 offense (MT2).

(c) A violation of Subsection (3) is punishable pursuant to the level of offense applicable to the underlying violation.

(~~c~~d) In addition to any sentence imposed on a second or subsequent conviction for violation of this Section, the Court may order the motor vehicle involved in the speed contest or exhibition immobilized pursuant to Subsection 42-4-1105(5) through (9), C.R.S.

Section 17~~6~~. Section 1107 of the Fort Collins Traffic Code is hereby amended to read as follows:

1107. Designation of highway maintenance, repair or construction zone signs - increase in penalties for speeding violations.

(1) If maintenance, repair or construction activities are occurring or will be occurring within four (4) hours on a local street or state highway, the City Traffic Engineer may designate such portion of the highway as a highway maintenance, repair or construction zone.

Any person who commits a speeding violation in a maintenance, repair or construction zone that is designated pursuant to the provisions of this Section is subject to increased penalties up to two thousand six hundred fifty dollars ($2,650) for speeding one (1) to twenty-four (24) miles per hour over the speed limit (TI) and up to one (1) year jail and up to a one thousand dollar ($1,000) fine for speeding twenty-five (25) or more miles per hour over the speed limit (MT1).

Section 18~~7~~. Section 1108 of the Fort Collins Traffic Code is hereby amended to read as follows:

1108. School zones - increase in penalties for speeding violations.

When official traffic control devices and signs giving notice of the appropriate speed limit for a school zone are erected or displayed, the lawful speed limit at the applicable times and place shall be that which is then indicated upon such signs. No posted speed limit for a school zone shall be less than twenty (20) miles per hour on any street or roadway.

(1) ~~Any person who commits a speeding violation in a school zone commits a traffic infraction and is subject to increased fines up to two thousand six hundred fifty dollars ($2,650).~~A violation of this Section is punishable pursuant to the level of offense applicable to the underlying speeding violation, except that any fines are doubled for a violation within a school zone under this Section.

. . .

Section 19~~8~~. Section 1401 of the Fort Collins Traffic Code is hereby amended to read as follows:

1401. Reckless driving.

. . .

A violation of this Section is a misdemeanor traffic 2 offense (MT2).

Section ~~19~~20. Section 1402 of the Fort Collins Traffic Code is hereby amended to read as follows:

1402. Careless driving.

. . .

(2) Any person who violates any provision of this Section commits a misdemeanor traffic 2 offense (MT2) if no injury occurred. If injury occurred, a violation of this Section is a misdemeanor traffic 1 offense (MT1).

Section 21~~1~~0. Section 1406 of the Fort Collins Traffic Code is hereby amended to read as follows:

1406. Foreign matter on highway prohibited.

. . .

(5) Except as provided below, any person who violates any provision of this Section commits a traffic infraction.

. . .

(b) Any person who violates any provision of Paragraph (b) of Subsection (1) of this Section is guilty of a petty offense 1 (PO1).

. . .

Section 22~~1~~. Section 1413 of the Fort Collins Traffic Code is hereby amended to read as follows:

1413. Obedience to police officers - eluding.

. . .

(2) Any operator of a motor vehicle who the officer has reasonable grounds to believe has violated a state law or local ordinance, who has received a

visual or audible signal such as a red light or a siren from a police officer driving a marked, unmarked or other authorized emergency vehicle directing the operator to bring the operator's vehicle to a stop, who willfully increases their speed or extinguishes their lights in an attempt to elude such police officer, who willfully attempts in any other manner to elude the police officer, or who does elude such police officer commits a misdemeanor traffic 2 offense (MT2).

Section 232. Section 1415 of the Fort Collins Traffic Code is hereby amended to read as follows:

1415. Radar-jamming devices prohibited - penalty.

. . .

(4) A violation of Subsection (1) of this Section is a misdemeanor traffic 2 offense (MT2).

. . .

Section 243. Section 1418 of the Fort Collins Traffic Code is hereby amended to read as follows:

1418. Unreasonable vehicle noise prohibited.

. . .

(3) Any person who violates this Section commits an unclassified misdemeanor offense.

Section 254. Section 1704 of the Fort Collins Traffic Code is hereby amended to read as follows:

1704. Offenses by persons controlling vehicles.

. . .

A violation of this Section is a misdemeanor traffic 2 offense (MT2).

Section 265. Section 1801 of the Fort Collins Traffic Code is herby amended to read as follows:

1801. Authority to impound and immobilize.

. . .

(4) If the owner of a motor vehicle does not respond to a notice sent to them by the Clerk of the Court, Municipal Court Clerk's Office or Parking Services pursuant to this Traffic Code and any Parking Services personnel, code enforcement officer, community service officer or police officer finds such vehicle standing upon any portion of a street or highway right-of-way or other public property within the City, then such employee is authorized to immobilize such vehicle by installing on or attaching to such vehicle a device designed to restrict the normal movement of the vehicle. In such event, the employee shall attach to the vehicle a notice advising the owner, driver or person in charge of the vehicle that the vehicle was immobilized due to the failure to respond to a previous notice regarding alleged violation(s) of the Traffic Code. Said notice shall also include information regarding the procedure for releasing the vehicle from such immobilization or impoundment, which may be obtained by contacting the Office of Parking Services. Arrangements for release must be made within seventy-two (72) hours of immobilization. If no arrangements are made within that time period, an immobilized vehicle may be impounded. Before a vehicle may be released from immobilization or impoundment, all fines, fees and other penalties applicable to such vehicle, including fees established for immobilizing and impounding the vehicle, must be paid in full.

. . .

(8) Subsection (7) ~~and (8)~~ of this Section shall not apply to City employees acting in the performance of their official duties.

(9) At any place within the City where authorized signs are posted, giving notice that such area or portion of the street or highway right-of-way is a tow-away zone, it shall be unlawful for any person to park a vehicle in any manner in violation of the provisions contained on such signs except when necessary to avoid conflict with other traffic, or in compliance with the instructions of a police officer, traffic control signal or device. When a vehicle is found in violation of this subsection, a police officer, community service officer, transit service officer, or parking services officer may do any or all of the following:

. . .

(10) A violation of Subsection (2) is a petty offense 1 (PO1). A violation of Subsection (7) is an unclassified misdemeanor.

Section 27~~6~~. Section 1903 of the Fort Collins Traffic Code is hereby amended to read as follows:

1903. School buses – stops – signs – passing.

(1) The driver of a vehicle upon any highway, road or street, upon meeting or overtaking from either direction any school bus which has stopped, shall stop their vehicle before reaching such school bus if there are in operation on said school bus visual signal lights as specified in Subsection (2) of this Section, and said driver shall not proceed until the visual signal lights are no longer being actuated; but, in the case of small passenger-type vehicles operated as school buses having a seating capacity of not more than fifteen (15), no such visual signal lights need be displayed or actuated.

. . .

(3) A first violation of this Section is a misdemeanor traffic 2 offense (MT2). A person who commits a second or subsequent violation of this Section after having been previously convicted of violating this Section within the previous five (5) years commits a misdemeanor traffic 1 offense (MT1).

Section 28~~7~~. Section 2102 of the Fort Collins Traffic Code is hereby amended to read as follows:

2102. Reckless and careless riding.

. . .

(3) A violation of this Section is a misdemeanor traffic 2 offense (MT2).

Section 29~~8~~. Section 2104 of the Fort Collins Traffic Code is hereby amended to read as follows:

2104. Land usage.

. . .

(d) A violation of this Section is a misdemeanor traffic 2 offense (MT2).

Section ~~29~~30. Section 2105 of the Fort Collins Traffic Code is hereby amended to read as follows:

2105. Turns.

(1) (a) Except as otherwise provided in this Subsection (1), every person riding a bicycle or electrical assisted bicycle shall signal their intention to turn or stop in accordance with the provisions of Section 903; except that a person riding a bicycle, electrical assisted bicycle or electric scooter may signal a right turn with the right arm extended horizontally.

. . .

(d) A violation of this Section is a misdemeanor traffic 2 offense (MT2).

Section 310. Section 2106 of the Fort Collins Traffic Code is hereby amended to read as follows:

2106. Sidewalks and trails.

. . .

(2) (a) . . .

. . .

(e) A violation of this Section is a misdemeanor traffic 2 offense (MT2).

Section 321. Section 2108 of the Fort Collins Traffic Code is hereby amended to read as follows:

2108. Parking.

. . .

(f) A violation of this Section is a misdemeanor traffic 2 offense (MT2).

Section 332. Section 2109 of the Fort Collins Traffic Code is hereby amended to read as follows:

2109. Riding behavior.

. . .

(3) No person riding upon any bicycle, electrical assisted bicycle or electric scooter shall attach the same or themselves to any motor vehicle upon a roadway.

. . .

(6) A violation of this Section is a misdemeanor traffic 2 offense (MT2).

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Alyssa Bamonti

Exhibit: None

File Attachments for Item:

10. Second Reading of Ordinance No. 096, 2026, Amending Section 2-31(a)(5) of the Code of the City of Fort Collins to Update the Cross Reference to Telecommunication Facilities and Services.

This Ordinance, unanimously adopted on First Reading on July 21, 2026, updates a reference in City Code Section 2-31(a)(5) to refer to the correct City Code Section.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Brad Yatabe, Deputy City Attorney

SUBJECT

Second Reading of Ordinance No. 096, 2026, Amending Section 2-31(a)(5) of the Code of the City of Fort Collins to Update the Cross Reference to Telecommunication Facilities and Services.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 21, 2026, updates a reference in City Code Section 2-31(a)(5) to refer to the correct City Code Section.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

City Code Section 2-31 sets forth the requirements for holding an executive session including the purposes for which an executive session may be held. Subsection 2-31(a)(5) allows an executive session to be held to consider matters pertaining to competition in providing telecommunication facilities and services. The current language in Subsection 2-31(a)(5) refers to City Code Section 26-398. However, Section 26-398 was updated to become City Code Section 26-572 with the establishment of the telecommunication services division of the electric utility through Ordinance 089, 2019. This amendment updates Subsection 2-31(a)(5) to refer to Section 26-572.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 096, 2026

ORDINANCE NO. 096, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 2-31(a)(5) OF THE CODE OF THE CITY OF FORT COLLINS
TO UPDATE THE CROSS REFERENCE TO TELECOMMUNICATION FACILITIES
AND SERVICES

A. City Code Section 2-31 describes the procedure for holding an executive session and the permissible reasons for doing so.

B. Code Section 2-31(a)(5) allows for an executive session to be held to discuss "matters pertaining to issues of competition in providing the telecommunication facilities and services authorized in Article XII, Section 7 of the City Charter and City Code Section 26-398."

C. Code Section 26-398 was replaced by Code Section 26-572 when Ordinance No. 089, 2019, established the telecommunication services division of the City's electric utility.

D. This Ordinance updates Code Section 2-31(a)(5) to reference Code Section 26-572.

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 2-31 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 2-31. Executive sessions.

(a) The City Council, and any committee of the City Council, may, by two-thirds (⅔) majority vote of those members present and voting, hold an executive session upon announcement of the topic for discussion in the executive session, which announcement shall include a specific citation to the provision of this Section that authorizes the City Council or Council committee to meet in executive session, and shall identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is to be held. Said executive session may be held only at a regular or special meeting and only for the purposes of considering any of the following matters and providing direction, through individual expressions of opinion, to City staff or other persons with regard to such matters:

. . .

(5) Consideration, by the Council or any board or commission established under Article XII, Section 7(e) of the City Charter, of matters pertaining to issues

of competition in providing the telecommunication facilities and services authorized in Article XII, Section 7 of the City Charter and City Code Section 26-572 including, without limitation, matters subject to negotiation, strategic planning, pricing, sales and marketing, development phasing and any other matter allowed under Colorado law.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Brad Yatabe

Exhibit: None

File Attachments for Item:

11. Second Reading of Ordinance No. 097, 2026, Authorizing the City Manager to Execute an Agreement With Cargill, Inc., Regarding Exchanging 11.5 Arthur Irrigation Company Shares for Water Supply Requirement Credit.

This Ordinance, unanimously adopted on First Reading on July 21, 2026, approves the Agreement Between Cargill, Inc. and the City of Fort Collins Regarding Exchanging 11.5 Arthur Irrigation Company shares for Water Supply Requirement Credit. The exchange of Arthur Irrigation Company shares for Water Supply Requirement credit proposed in the agreement will eliminate the need for expensive repair and maintenance issues on the Cargill Lateral while still providing water to meet Cargill, Inc.'s needs without injury to the City or its Water Utility rate payers.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Jen Dial, Water Resources Manager

SUBJECT

Second Reading of Ordinance No. 097, 2026, Authorizing the City Manager to Execute an Agreement With Cargill, Inc., Regarding Exchanging 11.5 Arthur Irrigation Company Shares for Water Supply Requirement Credit.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 21, 2026, approves the Agreement Between Cargill, Inc. and the City of Fort Collins Regarding Exchanging 11.5 Arthur Irrigation Company shares for Water Supply Requirement Credit. The exchange of Arthur Irrigation Company shares for Water Supply Requirement credit proposed in the agreement will eliminate the need for expensive repair and maintenance issues on the Cargill Lateral while still providing water to meet Cargill, Inc.'s needs without injury to the City or its Water Utility rate payers.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

Cargill, Inc. ("Cargill") is a customer of the City Water Utility who owns approximately 19.92 acres of land in Fort Collins that is primarily used as a research and development center for seed and crop innovation. Cargill has several taps that serve its property as well as raw water from 11.5 shares they own in the Arthur Irrigation Company ("Arthur Share Water") which irrigates portions of the property. The Arthur Share Water is delivered to the Cargill property through the Cargill Lateral which traverses the Bucking Horse Subdivision. The Cargill Lateral has been piped through that subdivision since its development in the early 2000's and has continually caused flooding issues for residents of the subdivision due to water seepage from the lateral.

Cargill and the Sidehill Master Home Owner Association, Inc. ("HOA"), the HOA associated with the Bucking Horse Subdivision, have been exploring ways to abandon the Cargill Lateral through the Bucking Horse Subdivision to avoid expensive repair and maintenance needed to eliminate flooding issues. Any agreement between Cargill and the HOA would require that Cargill is able to receive an alternative supply of water to offset the loss of the ability to deliver Arthur Share Water through the Cargill Lateral. Cargill and the HOA approached the City to see whether the City would be willing to accept 11.5 Shares in the Arthur Ditch Company in exchange for an equivalent amount of Water Supply Requirement (WSR) credits.

The WSR represents the anticipated annual amount of water needed to serve a customer and must be met by all City Water Utility customers to receive treated water service from the City or to increase the amount of treated water the customer is entitled to at a tap. *See* City Code Sections 26-147 through 26-149. Historically, the WSR could be met by transferring ditch company shares to the City, including shares in the Arthur Irrigation Company. Currently, the WSR may only be met with a payment of cash or City-issued water certificates or credits. This shift in policy was made because the Utility wanted to prioritize cash over water rights to pay for future water storage to meet customer demands, and to give the City greater control of the additional ditch company shares it acquires.

Under the proposed agreement between Cargill and the City, Cargill would receive 7,494,583 gallons or 23 acre-feet of WSR credit that could be applied to existing taps or towards a new tap (a new tap would require payment of a Plant Investment Fee) to be used on their property. This credit is based on the volume of water the Arthur Share Water has historically yielded on an annual basis. The City Water Utility can then use the Arthur Water Shares in its water supply system to meet customer demands or for irrigation of City properties.

Thus, this agreement provides a unique, multi-benefit situation that would 1) facilitate the abandonment of the Cargill Lateral, thus eliminating expensive repair and maintenance issues for the HOA and associated Bucking Horse neighborhood, 2) provide Cargill treated water to meet their needs, and 3) the City Water Utility would benefit from Arthur Share Water that can be used to meet customer demands into the future.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 097, 2026

ORDINANCE NO. 097, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH CARGILL, INC., REGARDING EXCHANGING
11.5 ARTHUR IRRIGATION COMPANY SHARES FOR WATER
SUPPLY REQUIREMENT CREDIT

A. Cargill, Inc. ("Cargill") owns approximately 19.92 acres of land in Fort Collins (the "Cargill Land"). Cargill is a customer of the City Water Utility with several taps serving the Cargill Land. Cargill also irrigates portions of the Cargill Land with water (the "Arthur Share Water") attributed to 11.5 Shares of the Arthur Irrigation Company (the "Company").

B. The Arthur Share Water is delivered to the Cargill Land from the west via the Arthur Ditch, Sherwood Lateral, and an additional lateral ditch known as the "Cargill Lateral." The Cargill Lateral traverses the Bucking Horse Subdivision (the "Subdivision"). The Cargill Lateral has been piped through Subdivision since its development in the early 2000s which has continually caused flooding issues for residents of the subdivision due to water seepage from the lateral.

C. Cargill and the Sidehill Master Home Owner Association, Inc. (the "HOA") have been exploring ways to abandon the Cargill Lateral through the Subdivision. Such an agreement would require that Cargill is able to receive an alternative supply of water to offset the loss of the ability to deliver Arthur Share Water through the Cargill Lateral. To facilitate that separate agreement, Cargill and the HOA approached the City to see whether the City would be willing to accept the 11.5 Shares in exchange for Water Supply Requirement ("WSR") credits.

D. The City has evaluated the proposed exchange concept and negotiated the Agreement Between Cargill, Inc. and the City of Fort Collins Regarding Exchanging 11.5 Arthur Irrigation Company Shares for Water Supply Requirement Credit (the "Agreement"), a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

E. City staff has recommended that the City execute the Agreement and, believes that, in the unique circumstances of this situation, the City's acquisition of the 11.5 Shares in exchange for WSR credits pursuant to the terms and conditions of this Agreement is beneficial to the City Water Utility and its ratepayers.

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 the City Manager is hereby authorized to execute the Agreement in the form of Exhibit A, attached hereto and incorporated by this reference, with such modifications and additional 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 Ordinance.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Eric Potyondy

Exhibit: Exhibit A – Agreement Between Cargill, Inc. and the City of Fort Collins Regarding Exchanging 11.5 Arthur Irrigation Company Shares for Water Supply Requirement Credit

AGREEMENT BETWEEN CARGILL, INC. AND THE CITY OF FORT COLLINS REGARDING EXCHANGING 11.5 ARTHUR IRRIGATION COMPANY SHARES FOR WATER SUPPLY REQUIREMENT CREDIT

This Agreement, dated _____ ("Effective Date"), is entered into between the following Parties: Cargill, Incorporated, a Delaware corporation ("Cargill"); and the City of Fort Collins, Colorado, a municipal corporation (the "City").

RECITALS

A. **Cargill and Its Land and Operations.** Cargill owns approximately 19.92 acres of land in Fort Collins located at 2540 E. Drake Road[1] ("Cargill Land"). Cargill is a customer of the City water utility with several taps serving the Cargill Land. Cargill also irrigates portions of the Cargill Land with water ("Arthur Share Water") attributed to 11.5 Shares of the Arthur Irrigation Company, a Colorado mutual ditch company (the "Company"), represented by Stock Certificate No. 1950 for 10 shares, and Certificate No. 1988 for 1.5 shares ("11.5 Shares").

B. **Cargill Lateral.** The Arthur Share Water is delivered to the Cargill Land from the west via the Arthur Ditch, Sherwood Lateral, and an additional lateral ditch known as the "Cargill Lateral." The Cargill Lateral traverses the Bucking Horse Subdivision, which is located west of the Cargill Land.

C. **Piped Portion of the Cargill Lateral.** The Cargill Lateral has been piped through that subdivision since its development in the early 2000s.

D. **Separate Agreement Between Cargill and the HOA.** Cargill and the Sidehill Master Home Owner Association, Inc. ("HOA") have been exploring ways to abandon the Cargill Lateral through the Bucking Horse Subdivision. Such an agreement would require that Cargill is able to receive an alternative supply of water to offset the loss of the ability to deliver Arthur Share Water through the Cargill Lateral. To facilitate that separate agreement, Cargill and the HOA approached the City to see whether the City would be willing to accept the 11.5 Shares in exchange for WSR Credits (as defined below).

E. **Abandonment of Cargill Lateral.** The City acknowledges that Cargill's abandonment of the Cargill Lateral is to eliminate water flow into the Bucking Horse Subdivision. The City states that it has no current intention of reopening and using the Cargill Lateral as a water source for any reason.

F. **City Water Utility and the Water Supply Requirement.** The City owns and operates a water utility that provides treated water service to customers in its service area. City water utility customers must meet, among other things, a Water Supply Requirement ("WSR"), to receive treated water service from the City or to increase the amount of treated water the customer is

[1] Deed, signed April 1, 1968, recorded with the Larimer County Clerk and Recorder at Book 1383 Page 143 on April 11, 1968.

entitled to at a tap. *See* City Code Sections 26-147 through 26-149. Historically, the WSR could be met by transferring ditch company shares to the City, including shares in the Arthur Irrigation Company. Currently, the WSR may only be met with a payment of cash or City-issued water certificates or credits ("WSR Credits"). *See* City Code Section 26-150.

G. **This Agreement.** The City has evaluated the proposed exchange concept and determined that, in the unique circumstances of this situation, the City's acquisition of the 11.5 Shares in exchange for WSR Credits pursuant to the terms and conditions of this Agreement is beneficial to the City water utility and its ratepayers. This Agreement is authorized pursuant to City Council Ordinance No. _____.

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated as if fully restated in their entirety.

2. **Related Agreement.** Cargill is concurrently negotiating and intending to execute a separate agreement with the HOA as described in Recital D (the "Related Agreement"). If the Related Agreement is not executed by all parties thereto, then Cargill may, before the Closing set forth in Paragraph 3.3, by written notice to the other Party, terminate this Agreement effective immediately. Upon such termination, neither Cargill nor any of its affiliates shall have any penalty, termination fee, or liability for damages arising out of or relating to such termination, and each Party shall bear its own costs incurred in connection with this Agreement.

3. **Cargill's Transfer of the 11.5 Shares to the City.**

3.1. **11.5 Shares.** Cargill agrees to transfer to the City, and the City agrees to acquire from Cargill the following: all right, title, interest, and obligation in and to the 11.5 Shares, being the 11.5 Shares of the capital stock of the Arthur Irrigation Company ("Company") represented by Stock Certificate No. 1950, dated _____, for 10 shares, and Stock Certificate No. 1988, for 1.5 shares, dated _____, which are in the name of Cargill. A copy of Stock Certificate No. 1950 and Stock Certificate No. 1988 are attached hereto as Exhibit A.

3.2. **Consideration.** The consideration for the transfer of the 11.5 Shares is the issuance of the WSR Credits pursuant to Paragraph 4. No earnest money deposit is required in connection with this transaction, the mutuality of the promises of the Parties hereto being deemed adequate consideration.

3.3. **Closing.**

3.3.1. The Parties agree to close the transfer of the 11.5 Shares on _____, , or at such other reasonable time or date as the Parties may mutually agree ("Closing"). The Closing will be conducted as an escrow-style closing consisting of an exchange of documents, without the need for any Party to attend in person. The Parties will coordinate the delivery and release of all

required documents to complete the Closing. The Parties acknowledge that it is their intent to close this transaction at the earliest mutually agreeable date upon completion of all inspections, investigations, and reviews to which the City is entitled hereunder, and fulfillment of any contingencies for closing.

3.3.2. The City shall be responsible for costs associated with the Closing.

3.3.3. The City shall be responsible for any costs or fees imposed by the Company associated with the transfer of the 11.5 Shares to the City in the Company's records.

3.3.4. Cargill shall transfer the 11.5 Shares to the City at the time of the Closing by the City by delivering to the City:

(1) the original Stock Certificate No. 1950 and Stock Certificate No. 1988; and
(2) a share assignment in substantially the form attached hereto as Exhibit B.

3.4. **Cargill's Title.**

3.4.1. The City may seek to investigate ownership of the 11.5 Shares, perhaps including a share trace of the ownership history of the 11.5 Shares from the Company ("Share Trace"), together with copies of all documents of record related to the 11.5 Shares. The Share Trace and related investigations must show title to the 11.5 Shares in Cargill. The City is responsible for the cost of the Share Trace and any related investigations. Cargill agrees to provide the City with whatever authorization is required by the Company and any other entity to allow the City to complete the Share Trace and to make any such related investigations.

3.4.2. If the Share Trace or any related investigations discloses title defects unsatisfactory to the City, the City may give Cargill written notice of such defects as soon as practicable and Cargill must attempt in good faith to cure such defects prior to the date of the Closing, at their expense, without in any other manner affecting the terms of this Agreement.

3.4.3. If any instrument or deposit is necessary in order to correct a defect in or objection to title, the following apply:

(1) Any instrument will be in a form and contain terms and conditions the City and Cargill may reasonably require so as to be sufficiently satisfied and address such defects or objection.

(2) Cargill agrees to execute, acknowledge, and deliver any instrument reasonably required to correct such defect.

3.4.4. If Cargill is unable or unwilling to address any defect or objection prior to the Closing, then the City, at its election, has the right to:

(1) accept such title as Cargill is able to convey, without any modification of the consideration; or

(2) rescind this Agreement. Upon such rescission, this Agreement will be null and void and of no further effect, and all Parties to this Agreement will be released from all obligations hereunder.

3.4.5. If Cargill is unable to convey title as provided in this Paragraph 3.4 to the City due to an act or omission of Cargill or any of them, this Agreement shall automatically terminate, and neither Party shall have any further obligation to the other except for those obligations that expressly survive termination under this Agreement.

3.4.6. Notwithstanding the foregoing:

(1) any condition consisting of monetary liens, deeds of trust, or other financial or other encumbrances against the 11.5 Shares must be removed by Cargill at or prior to the Closing; and

(2) in the event Cargill fails to cause the removal of any monetary liens, deeds of trust, or other financial or other encumbrances against the 11.5 Shares prior to the Closing, the City has the right to pay amounts required to do so at such Closing, and to seek reimbursement from Cargill.

3.4.7. Cargill will provide to the City copies of any documentation related to the 11.5 Shares, including any documentation related to the historical use of the 11.5 Shares, that Cargill may be in possession of ("Water Documents"). If the Water Documents or any other investigations disclose or identify defects in or do not evidence Cargill's right, title, and interest in the 11.5 Shares to the City's satisfaction, the City may give Cargill written notice of such defects by the date 63 days after the Effective Date or the date 63 days after the City's receipt of the Water Documents, whichever is later. The City has the option to extend this period for an additional 28 days by providing written notice to Cargill. Cargill must attempt in good faith to cure such defects prior to the date of the Closing, at their expense, without in any other manner affecting the terms of this Agreement. If such defects are not due to an act or omission of Cargill, then the City, at its election, has the right to:

(1) accept such right, title, and interest in the 11.5 Shares as Cargill is able to convey, without any reduction of the consideration; or

(2) rescind this Agreement. Upon such rescission, this Agreement will be null and void and of no further effect, and all Parties to this Agreement will be released from all obligations hereunder.

3.5. **Maintenance of the Shares / Title.** Cargill must not cause or permit new liens, easements, or other encumbrances on the 11.5 Shares, except as expressly agreed by the City in writing.

3.6. **Representations of Cargill.** Cargill represents and warrant as of the Effective Date, to the extent applicable, as follows:

(1) To the best of Cargill's knowledge, there is no litigation proceeding, including but not limited to any eminent domain proceeding, pending (or to Cargill's knowledge threatened) against or relating to any part of the 11.5 Shares, nor does Cargill know of or have reasonable grounds to know of any basis for any such action.

(2) To the best of Cargill's knowledge, Cargill has not received notice of, and there are no violations of any laws, orders, regulations, or requirements of any governmental authority affecting the 11.5 Shares or any part thereof.

(3) Cargill has the unconditional right and power to execute and deliver this Agreement and to consummate the transaction(s) contemplated by this Agreement.

(4) To the best of Cargill's knowledge, Cargill has not received notice of default or breach by Cargill of any of the covenants, conditions, restrictions, affecting the 11.5 Shares; no default or breach now exists or will exist on the date of closing; and no event or condition has occurred and is continuing that, with or without notice and/or the passage of time, will constitute such a default or breach.

3.7. **Possession.** Cargill will deliver possession of the 11.5 Shares to the City at the Closing.

3.8. **Risk of Loss.** Cargill bears all risk of loss with respect to the 11.5 Shares up to the date title is transferred in accordance with this Agreement.

3.9. **Time is of the Essence.** It is agreed that time is of the essence of this Agreement and each and every provision of this Paragraph 3.

3.10. **Brokers.** The Seller and the City each represent and warrant to the other that such Party has not employed, retained or consulted any broker, agent or other real estate

professional with respect to the 11.5 Shares. Cargill and, to the extent permitted by law, the City, each indemnify and hold the other harmless from and against all claims, demands, causes of action, debts, liabilities, judgments and damages, including, without limitation, any related litigation expenses, that may be asserted or recovered against the other on account of any breach of this representation and warranty.

4. **City's Issuance of WSR Credits to Cargill.**

4.1. **Contingency.** Cargill shall not be entitled to any WSR Credits unless and until the 11.5 Shares are transferred to the City pursuant to Paragraph 3.

4.2. **WSR Credits.**

4.2.1. Upon completion of the transfer of the 11.5 Shares to the City pursuant to Paragraph 3, Cargill shall have 7,494,583 gallons of WSR Credits ("Cargill WSR Credits").[2]

4.2.2. The Cargill WSR Credits may be used:

(1) To meet the WSR for any new water service for the Cargill Land; or

(2) To increase the annual allotment for any existing water service on the Cargill Land.

4.2.3. Use of the Cargill WSR Credits shall have no effect on other applicable fees related to any new water service or existing water service.

4.2.4. Nothing in this Agreement precludes or requires Cargill to seek a new water service for the Cargill Land.

5. **Additional Terms and Conditions.**

5.1. **Remedies.** If either Party fails to comply with the provisions of this Agreement, the complying Party shall provide prompt written notification to the noncomplying Party specifying the noncompliance If the identified noncompliance is not resolved within sixty (60) days, this Agreement shall automatically terminate unless extended in writing by both Parties. Upon termination pursuant to this paragraph, neither Party shall have any further obligation or liability to the other, except for those obligations expressly stated in this Agreement to survive termination. Each Party shall bear its own attorney's fees and costs, and no Party shall be entitled to consequential or punitive damages.

[2] For reference purposes only, the 7,494,583 gallons of WSR Credits is the equivalent of approximately 23 acre-feet of WSR Credits.

5.2. **No Third-Party Beneficiaries.** This Agreement is entered into between the Parties for the purposes set forth herein. It is the intent of the Parties that they are the only beneficiaries of this Agreement and the Parties are only benefitted to the extent provided under the express terms and conditions of this Agreement.

5.3. **Governing Law and Enforceability.** This Agreement shall be construed in accordance with the laws of the State of Colorado. The Parties recognize that the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, as well as the Parties' respective articles of incorporation, bylaws, city charters and codes, and rules and regulations, impose certain legal constraints on each Party and that the Parties intend to carry out the terms and conditions of this Agreement subject to those constraints. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

5.4. **Waiver.** A waiver of a default of any of the provisions of this Agreement shall not constitute a waiver of any subsequent default of the same or another provision of this Agreement. Nothing in this Agreement shall be construed as any waiver of governmental immunity of the Parties who are governments or any other governmental provisions of State law. Specifically, by entering into this Agreement, neither Party waives the monetary limitations on liability or any other rights, immunities, or protections provided by the Colorado Government Immunity Act, C.R.S. § 24-10-101, *et seq*., or any successor or similar statutes of the State of Colorado.

5.5. **Notices.** All notices or other communications hereunder shall be sufficiently given and shall be deemed given (i) when personally delivered; (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given at the address specified below; (iii) on the date and at the time shown on the electronic mail if sent by electronic transmission at the e-mail addresses set forth below and receipt of such electronic mail is acknowledged by the intended recipient thereof; or (iv) after the lapse of 7 days following mailing by certified mail-return receipt requested, postage prepaid, addressed as follows:

To Fort Collins:
Water Resources Manager
700 Wood Street; P.O. Box 580
Fort Collins, Colorado 80522-0580
Telephone: (970) 416-4214
E-mail: jdial@fcgov.com

With copy to:
Fort Collins City Attorney
300 LaPorte Avenue; P.O. Box 580
Fort Collins, Colorado 80522-0580
Telephone: (970) 416-2126
E-mail: epotyondy@fcgov.com

To Cargill:	Cargill, Incorporated Attn: Law Department - EONA 15407 McGinty Road W, MS24 Wayzata, MN 55391 law_re_notices@cargill.com (email)
With copy to:	Registered Agent on File with Colorado Secretary of State

5.6. **Construction of Agreement.** This Agreement shall be construed according to its fair meaning as it was prepared by the Parties. Headings in this Agreement are for convenience and reference only and shall in no way define, limit, or prescribe the scope or intent of any provision of this Agreement.

5.7. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties regarding the matters addressed herein. This Agreement binds and benefits the Parties and their respective successors. Covenants or representations not contained in this Agreement regarding the matters addressed herein shall not bind the Parties.

5.8. **Representations.** Each Party represents to the other parties that it has the power and authority, pursuant to their respective governing policies and rules, to enter into this Agreement and the individual signing below on behalf of that Party has the authority to execute this Agreement on its behalf and legally bind that Party.

5.9. **Counterpart and Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may also be executed electronically. Signatures may be delivered by facsimile copy.

5.10. **Assignment.** No Party may assign any rights or delegate any duties under this Agreement without the written consent of the other Party.

5.11. **Severability.** If any provision of this Agreement shall prove to be illegal, invalid, unenforceable, or impossible of performance, the remainder of this Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Blank]

CARGILL, INCORPORATED, a Delaware corporation

Date: _____ By:_____
_____, _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ as _____ of Cargill, Incorporated.

Witness my hand and official seal.

My Commission expires:

_____
Notary Public

THE CITY OF FORT COLLINS, COLORADO,
a Municipal Corporation

By: _____
Kelly DiMartino, City Manager

ATTEST:

_____
City Clerk

Printed Name: _____

Title: _____

APPROVED AS TO FORM

_____
Eric Potyondy, Senior Assistant City Attorney

Exhibit A to the
Agreement Between the City of Fort Collins and Cargill, Incorporated Regarding an Exchange of Water Supply Requirement Credit for 11.5 Shares of the Arthur Irrigation Company

[*TO BE PROVIDED LATER*]

Exhibit B to the
Agreement Between the City of Fort Collins and Cargill, Incorporated Regarding an Exchange of Water Supply Requirement Credit for 11.5 Shares of the Arthur Irrigation Company

SHARE ASSIGNMENT AND STOCK POWER
(Arthur Irrigation Company)

CARGILL, INCORPORATED, a Delaware corporation, the record and the assignors of certain shares of the stock of the Arthur Irrigation Company ("Company"), hereby irrevocably and unconditionally, assign, transfer, delegate, and sets over unto **THE CITY OF FORT COLLINS, COLORADO, a municipal corporation**, assignee, all of his right, title, interest, and obligation in and to 11.5 of the shares of the stock of the Company, free and clear of any liens or encumbrances, represented by Certificate No. 1950 (10 shares) and Stock Certificate No. 1988 (1.5 shares), which stock is standing in the name of the undersigned on the books and records of the Company, and hereby irrevocably constitutes and appoints the secretary of the Company or their designee, as attorney-in-fact to transfer the said stock on the books of the Company with full power of substitution in the premises.

DATED: _____

_____
Cargill, Incorporated
_____, _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing Share Assignment and Stock Power was acknowledged before me this _____ day of _____, 20____ by _____ as _____ of Cargill, Incorporated

Witness my hand and official seal.

My Commission expires:

_____
Notary Public

File Attachments for Item:

12. Second Reading of Ordinance No. 098, 2026, Authorizing the Conveyance of City-Owned Real Property Located at 314 North Howes Street in Support of Affordable Housing Development.

This Ordinance, unanimously adopted on First Reading on July 21, 2026, approves the conveyance of City property to Housing Catalyst to develop affordable housing. City staff has identified a site for potential partnership with Housing Catalyst to produce a plan for redevelopment of 314 North Howes Street (the “Property’), focusing on affordable housing. On April 21, 2026, Resolution 2026-060 to approve an Option Agreement for the potential sale of the property was adopted by Council. The Property is currently owned by the City and supports EcoThrift, which is a private tenant, and has been evaluated for possible disposition to Housing Catalyst. The current tenant’s lease expires on September 30, 2026. City staff negotiated an Option Agreement with Housing Catalyst with the intention to convey 314 North Howes to Housing Catalyst at nominal consideration in support of affordable housing. On June 9, 2026, Housing Catalyst delivered Notice of Exercise of Option to Purchase Real Property to the City. The proposed Ordinance approves the execution of an agreement to facilitate disposition of 314 N. Howes Street to Housing Catalyst. The rationale for this proposal is outlined in the background and discussion section. The original Resolution is also attached to this Agenda Item Summary.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Sylvia Tatman-Burruss, Sr. Policy and Project Manager
Will Flowers, Sr. Specialist, Real Estate Services

SUBJECT

Second Reading of Ordinance No. 098, 2026, Authorizing the Conveyance of City-Owned Real Property Located at 314 North Howes Street in Support of Affordable Housing Development.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 21, 2026, approves the conveyance of City property to Housing Catalyst to develop affordable housing. City staff has identified a site for potential partnership with Housing Catalyst to produce a plan for redevelopment of 314 North Howes Street (the "Property'), focusing on affordable housing. On April 21, 2026, Resolution 2026-060 to approve an Option Agreement for the potential sale of the property was adopted by Council. The Property is currently owned by the City and supports EcoThrift, which is a private tenant, and has been evaluated for possible disposition to Housing Catalyst. The current tenant's lease expires on September 30, 2026. City staff negotiated an Option Agreement with Housing Catalyst with the intention to convey 314 North Howes to Housing Catalyst at nominal consideration in support of affordable housing. On June 9, 2026, Housing Catalyst delivered Notice of Exercise of Option to Purchase Real Property to the City. The proposed Ordinance approves the execution of an agreement to facilitate disposition of 314 N. Howes Street to Housing Catalyst. The rationale for this proposal is outlined in the background and discussion section. The original Resolution is also attached to this Agenda Item Summary.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The City currently owns 314 North Howes Street, also known as LOT 3, PENNY FLATS, FTC (20070007427), Parcel #9711182903, in Downtown Fort Collins, bounded by the Trolley Barn to the north, North Howes Street to the west, Mason Street Flats to the east, and Maple Street to the south (see Location Map). The property is located within the North Mason sub-area of the Downtown Plan and is located within the boundary of the Downtown Development Authority (DDA). The 0.87 acre property currently supports "EcoThrift," which functions as a second-hand store for clothing and household items. The other half of the site is utilized for City fleet vehicles and seasonal storage for Parks. While the property has most recently been contemplated for development as a parking garage to serve the future Civic Center build-out, the property is currently available for development as multi-family housing.

Current Plans: Housing Catalyst, the Fort Collins housing authority, plans to include a minimum of 50% affordable housing serving households at 80% Area Median Income (AMI) or below. These units will be deed restricted, to be occupied by and affordable to low-income households for at least sixty (60) years. The Downtown Plan recommends building within the North Mason Subdistrict to be no more than 85 feet in height and between 5 and 6 stories. This is consistent with the other residential buildings that are immediately adjacent to this site. A Phase I Environmental Assessment has been ordered and a Historic Review of existing structures has been completed by the City's Historic Preservation Department.

Housing Catalyst would manage the project and build the affordable rental units. An affordable housing covenant that is part of the purchase and sale agreement would impose affordability requirements consistent with the City's Land Use Code. The covenant, among other ways, can be satisfied by deed-restricting a minimum of 20% of the residential units for households that earn 80% AMI or less. Further, Housing Catalyst, as the City's housing authority is bound by its authorizing statutes to provide affordable housing for the community and has a history of providing high-quality affordable housing for residents.

Site's Appropriateness for Housing: This site is in a Downtown infill context with jobs, amenities, transportation, education, and recreation all located nearby including:

- Less than 1/8 mile from MAX (Bus Rapid Transit line) and the North Transit Station
- Immediate access to Downtown jobs, goods, and services including groceries, retail shops, and public/community amenities (0.5 miles)
- Proximity to parks and trails including Oak St. Plaza (0.25 miles), Library Park (0.5 miles), Civic Center Park (0.4 miles), and the Poudre River Trail (0.25 miles)
- Access to childcare centers (0.5 miles)
- Proximity to schools (0.5 – 1.0 miles)

Parking demand: While the original use contemplated a parking garage, staff are working on alternatives for fleet storage and future parking facilities as part of the Civic Center Plan.

Donation consideration: Real Estate Services staff has performed a reconnaissance valuation of the Property (not an appraisal) and have determined the 0.87-acre property has an estimated value range between $2,250,000 - $2,500,000, after demolition of the existing structures (an appraisal can be obtained to confirm the estimated value range). To achieve the requirement of reaching incomes below 80% AMI, the project would require a land donation from the City to Housing Catalyst.

The development of this site intends to implement Council's priority to operationalize City resources to build affordable housing and to support the City's adopted housing goals as outlined in the Housing Strategic Plan to achieve 10% deed-restricted, affordable housing stock by 2040. The project as proposed is a mixed-income community in the heart of the downtown area.

Adherence to the City's adopted Policy Plans and Goals

This project meets several goals and strategies within several of the City's adopted policy plans:

- **Previous Council Priority:** Operationalize City Resources to Build Affordable Housing
- **City Plan:**
  - Policy LIV 5.1 - Housing Options: "To enhance community health and livability, encourage a variety of housing types and densities, including mixed-use developments that are well served by public transportation and close to employment centers, shopping, services and amenities."
  - Policy LIV 5.2 – Supply of Attainable Housing: "Encourage public and private sectors to maintain and develop a diverse range of housing options, including housing that is attainable (30% or less of monthly income) to residents earning the median income."
  - Policy LIV 5.4 – Land Supply for Affordable Housing: "Continue to grow and utilize the Affordable Housing Land Bank Program and other programs to create permanently affordable housing units."
  - Policy LIV 5.5 – Integrate and Distribute Affordable Housing: "Integrate the distribution of affordable housing as part of individual neighborhoods and the larger community."
- **Downtown Plan:**
  - This site is located within the North Mason Subdistrict, which is defined as: "An evolving redevelopment area forming a transition from commercial and civic uses to residential and small neighborhood commercial uses compatible with adjacent neighborhoods."
  - "Land uses will complement the Historic Core and Civic Subdistricts with an emphasis on residential, office and studio uses."
- **Housing Strategic Plan:**
  - Affordability Goal: "Fort Collins aims to have 10% of its housing stock be deed restricted and affordable to households making 80% of Area Median Income (AMI) by 2040."

Next Steps

- Staff will continue coordinating communications with EcoThrift and will address lease/transition steps separately as appropriate.
- After the execution of this purchase and sale agreement is approved by City Council, Housing Catalyst will proceed through the City's Development Review process for any proposed redevelopment.

CITY FINANCIAL IMPACTS

An internal valuation by City staff, taking the recent appraisals of adjacent and nearby properties into mind, has been completed for the subject property. The staff estimate of value is $2,250,000 - $2,500,000. Staff is expected to procure a third-party appraisal to complete the disposition process.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

Limited public outreach has been conducted, and more is planned by Housing Catalyst once the development review process is underway.

ATTACHMENTS / LINKS

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 098, 2026

ORDINANCE NO. 098, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE CONVEYANCE OF CITY-OWNED REAL PROPERTY LOCATED AT 314 NORTH HOWES STREET IN SUPPORT OF AFFORDABLE HOUSING DEVELOPMENT

A. The City owns the property at the northeast corner of Maple Street and North Howes Street, which is known as 314 North Howes Street (the "Property"). The City acquired the Property through three transactions in 1997, 1998 and 2000 in support of the 1996 Civic Center Plan for general government facilities.

B. Housing Catalyst, a body corporate and politic, as the housing authority for the City of Fort Collins works to develop and offer affordable housing to the Fort Collins community.

C. Pursuant to Resolution 2026-060, the City and Housing Catalyst entered into an option agreement for Housing Catalyst to purchase the Property for a nominal amount. That Resolution itself did not authorize the conveyance of the Property and stated that conveyance of the Property could only happen upon Council approval by ordinance.

D. Housing Catalyst seeks to exercise the option authorized by Resolution 2026-060. The City and Housing Catalyst have negotiated a Purchase and Sale Agreement ("Agreement"), shown on Exhibit A, attached hereto and incorporated herein by reference, for the City to convey the Property to Housing Catalyst for a nominal price. Pursuant to the Agreement, Housing Catalyst would permanently restrict the Property to be used for affordable housing, promise to meet a timeline to develop the Property, and allow the City to repurchase the property for a nominal amount if the Agreement is breached.

E. Section 23-111(a) of the City Code authorizes City Council to sell, convey or otherwise dispose of any interests in real property owned by the City, provided the City Council first finds, by ordinance, that such sale or other disposition is in the best interests of the City.

F. Section 23-114 of the City Code authorizes City Council to dispose of interests in real property for less than fair market value provided that the City Council determines that such disposition serves a bona fide public purpose.

G. City staff has recommended that the City sell the Property to Housing Catalyst for $500. City staff has estimated the value of the Property at $2,250,000 to $2,500,000.

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 finds that granting the sale of the Property on the terms and conditions described herein is in the best interests of the City and serves a bona fide public purpose in accordance with the requirements of Section 23-114 of the City Code because:

a. The Property disposition promotes health, safety or general welfare and benefits a significant segment of the residents of Fort Collins because it promotes the goal of increasing the supply of affordable housing;
b. The Property disposition supports the City's goal of helping to ensure a community with safe and affordable housing in the downtown area;
c. The financial support provided through the Property disposition to Housing Catalyst can be leveraged through benefits to the City's cooperative relationship with Housing Catalyst;
d. The financial benefit to Housing Catalyst is not substantial relative to the public purpose of increasing the supply of affordable housing in the city; and
e. The Property disposition will not interfere with current City projects or work programs, hinder workload schedules or divert resources needed for primary City functions or responsibilities.

Section 2. City Council hereby authorizes the Mayor to enter the Agreement to convey the Property in substantially in the form shown on Exhibit A with such modifications as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City, ensures the Property is used exclusively for affordable housing or for purposes that directly and significantly benefit affordable housing, and effectuate the purposes of this Ordinance.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Ted Hewitt

Exhibits: Exhibit A – Purchase and Sale Agreement

Exhibit C to the Option to Purchase Real Property

AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY
82903

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant Land ☐ Conservation Easement

Property Address/APN: 314 N. Howes Street, Fort Collins, CO 80521, Parcel #9711182903
And 216 and 222 Maple St, Fort Collins Colorado 80521
Seller: City of Fort Collins, Colorado, a municipal corporation
Seller Signing Authority and Title: Emily Francis, Mayor
Seller Phone Number/Email: Click or tap here to enter text.
Seller Mailing Address: P.O. Box 580
Fort Collins, CO
80522

Purchaser: Housing Catalyst, a body corporate and politic
Purchaser Signing Authority and Title: Julie Brewen, Chief Executive Officer
Purchaser Phone Number/Email: JBrewen@housingcatalyst.com; 970-416-2910
Purchaser Mailing Address: Housing Catalyst
1715 W. Mountain Avenue
Fort Collins, Colorado 80521

Title Company: Land Title Guarantee Company
Title Company Phone Number/Email: 970-282-3649
Title Company Mailing Address: 772 Whalers Way, Fort Collins, CO 80525
Attn: Donna Manci; dmanci@ltgc.com;
Attn: Heidi Crue; hcrue@ltgc.com

Consideration
Purchase Price: $500.00
Earnest Money Deposit: n/a
Other (see Exhibit C for specifics): Click or tap here to enter text.

Effective Date: Date of Last Signature
Inspection Deadline: 120 days after the Effective Date
Closing Date: March 15, 2029

☒ **Exhibit A -** Property Legal Description (# of pages): 1
☒ **Exhibit B -** Form of Conveyance Deed (# of pages): 6
☒ **Exhibit C** - Affordable Housing Covenant (# of pages): 2
☐ **Exhibit D** - Lease Addendum (# of pages): N/A
☐ **Exhibit E** - Water Rights Addendum (# of pages): N/A
☐ **Exhibit F** - Mineral Rights Addendum (# of pages): N/A
☐ **Exhibit G** - Conservation Easement Addendum (# of pages): N/A

This **AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY** (the "Agreement") is made and entered into on the Effective Date by and between Seller and Purchaser. For and in

consideration of the sum of Five Hundred Dollars ($500.00) in hand paid by Buyer to Seller (the "Independent Consideration") and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the Parties agree to be legally bound whereby Seller agrees to sell and Buyer agrees to buy the Property, as defined in Paragraph 1 of this Agreement, on the terms and conditions set forth in this Agreement (the "Transaction"). Buyer and Seller mutually acknowledge and agree that the Independent Consideration and Buyer's expenditure of time and resources in investigating the Property constitutes good and valuable consideration to Seller to agree to enter into this Agreement. Each party hereby waives any claim or defense to the enforceability of this Agreement, which claim or defense is predicated upon the discretion afforded Buyer in determining the satisfaction of Buyer's contingencies. The Independent Consideration shall be non-refundable for any reason whatsoever but shall be applied to the Purchase Price at Closing.

This Agreement is also subject to any Exhibit A and B checked above, which is attached hereto and incorporated by this reference.

1. Description of Property. The real property which is the subject matter of this Agreement is that certain parcel of real property located in Larimer County, Colorado, which is legally described on Exhibit A (the "Property"). The Property includes all improvements located thereon and all of Seller's rights, title, and interest in and to all appurtenances thereto, including but not limited to the following:

A. Appurtenances Generally. The Property shall include all improvements now located thereon, including any fences, buildings, landscaping, and other improvements, and all fixtures of a permanent nature. In addition, the Property shall include all of Seller's right, title and interest in and to easements, rights-of-way, future interests, and rights to the same belonging and inuring to the benefit of the Property, and in and to all strips and gores of land lying between the Property and adjoining property or streets, roads or highways, open or proposed.

B. Taps. All water taps, gas taps, and sewer taps belonging or in any way appertaining to the Property.

C. Water Rights. All water, water rights, corporate stock relating to the use of water, springs, spring rights, wells, well rights, ditches, ditch rights, reservoir rights, tributary, non-tributary, and not non-tributary water, appurtenant to, customarily used with or upon, or relating to the use of water on the Property, and any other water or water rights, located on or appurtenant to the Property, whether or not the same have been adjudicated.

D. Mineral Rights. Any and all interests in all minerals, ores, metals of any kind and character, and all coal, asphaltum, oil, gas, or other like substances, including sand and gravel, all geothermal resources in, on, or under the Property, and all other mineral rights as are owned by Seller at the time of this Agreement.

2. Purchase Price and Earnest Money Deposit.

☒ No Earnest Money Deposit is required in connection with this transaction, the mutuality of the promises of the parties hereto being deemed adequate consideration, and the entire amount of the Purchase Price, along with closing costs and customary prorations, will be payable by Purchaser to Seller in immediately available funds at the time of closing, as hereinafter set forth; or

☐ Purchaser will make the Earnest Money Deposit indicated above within ten (10) days following the Effective Date by check or immediately available funds to the Title Company as part payment to Seller. The balance of the Purchase Price along with closing costs and customary prorations, will be payable by Purchaser to Seller in immediately available funds at the time of closing, as hereinafter set forth.

3. Contingencies. This Agreement is contingent upon the following:

A. Appraisal. Purchaser has the right to obtain an appraisal. Purchaser will be responsible for engaging the appraiser and paying for the appraisal report and associated costs.

B. Disclosures. Within ten (10) days following the Effective Date, and immediately upon any later discovery by Seller of any disclosure issue not previously submitted to Purchaser, Seller will provide to Purchaser a disclosure statement describing any and all issues with the Property known to Seller that would reasonably be considered material whether or not Purchaser would decide to continue with the purchase of the Property or terminate this Agreement. Purchaser may object to any disclosed issue by providing to Seller written notice by the Inspection Deadline in accordance with paragraph 6 below.

C. Lead-Based Paint. Unless exempt, if the improvements, if any, on the Property include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, Seller shall provide Purchaser with a completed and signed Lead-Based Paint Disclosure form within ten (10) days following the Effective Date.

D. Title Insurance/Evidence of Title.

1. Within ten (10) days following the Effective Date, Purchaser will order a Title Insurance Commitment from the Title Company, together with copies of all documents of record related to exceptions identified in the Title Commitment (together referred to as the "Title Commitment"). The Title Commitment must show title to the Property in Seller's name, subject only to those exceptions set forth on Schedule B-2 to the Title Commitment that are acceptable to Purchaser. Purchaser is responsible for the cost of the Title Commitment and Title Insurance.

2. If the Title Commitment discloses title defects unsatisfactory to Purchaser and subject to which Purchaser need not take title, Purchaser may give Seller written notice of such defects by the date ten (10) days after Purchaser's receipt of the Title Commitment, and no later than ten (10) days after notice of any title change or discovery of any title defect not disclosed by the Title Commitment. Seller must attempt in good faith to cure such defects prior to closing, at its expense, without any other manner affecting the terms of this Agreement.

3. If any instrument or deposit is necessary in order to correct a defect in or objection to title, the following apply:

a) Any instrument will be in a form and contain terms and conditions the Title Company may reasonably require so as to be sufficiently satisfied and omit such defects or objection.

b) Any deposit will be made with the Title Company.

c) Seller agrees to execute, acknowledge, and deliver any required instrument and to make any required deposit.

4. If the Title Company refuses to omit any title defect or objection prior to closing, then Purchaser, at its election, has the right to:

a) Accept such title as Seller is able to convey, without any reduction of the purchase price; or

b) Terminate this Agreement and, upon such termination pursuant to this paragraph, this Agreement will be null and void and of no further effect, and all parties to this Agreement will be released from all obligations hereunder.

5. If Seller is unable to convey title as provided in this paragraph to Purchaser due to an act or omission of Seller, Seller is in default and continues to be liable under this Agreement.

6. Notwithstanding the foregoing:

Any title condition consisting of monetary liens, deeds of trust, or other financial encumbrances against the Property must be removed by Seller at or prior to closing, and Seller's failure to cause the removal of the same will constitute a default by Seller under this Agreement.

E. Survey/Legal Description.

☒ The parties each acknowledge that a legal description of the Property is attached in Exhibit A and incorporated by reference into this Agreement, and each acknowledges having received a copy of any such description. The parties agree that it is their intent that the referenced legal description describes the Property except as otherwise expressly provided, and agree to work in good faith and cooperatively to correct technical errors that any such legal description is determined to contain; or

☒ Purchaser or ☐ Seller, at its own expense and within one hundred twenty (120) days following the Effective Date, may provide to the other party an updated, signed, and sealed (i) ALTA/ACSM boundary survey or (ii) Land Survey Plat ("Survey"), if they choose to obtain a survey. The Survey must include staked property corners and a plat describing courses and distances between the corners, and total acreage of the Property.

1. If Purchaser is not satisfied with the matters disclosed by the Survey, Purchaser may give written notice of the specific survey-related defects to Seller within ten (10) days following the date of receipt of the Survey. Seller may, by written notice within ten (10) days of receipt of the defect notice, elect to cure the survey defects or not to cure them.

2. Unless Seller elects to cure the survey defects, Purchaser may, by written notice at or before closing:

a) Expressly waive the survey defects and proceed to closing;

b) Terminate this Agreement; or

c) In its sole discretion, elect to cure the survey defects.

3. If Seller elects to cure the survey defects, Seller may postpone closing for a reasonable period of time not to exceed sixty (60) days. Seller shall promptly provide written notice to Purchaser of any such required postponement of closing at the time of Seller's election to cure pursuant to paragraph 3.E.1. If, after making that election, Seller is unable to cure within the time allowed, Purchaser will be entitled to proceed in accordance with the options stated in subparagraphs 3.E.2a through 3.E.2c above.

4. Seller and Purchaser agree to update the legal description of the Property or any portion thereof to be conveyed hereunder as required to correct errors in the legal description identified by the Survey.

4. Representations of Seller. Seller represents and warrants, as of the Effective Date and as of closing that, to the best of Seller's knowledge:

A. There is no litigation proceeding, including but not limited to, any eminent domain proceeding, pending (or to Seller's knowledge threatened) against, or relating to any part of the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action.

B. Seller has not received notice of, and to the best of Seller's knowledge, there are no violations of any laws, orders, regulations, or requirements of any governmental authority affecting all or any part of the Property.

C. Seller has the unconditional right and power to execute and deliver this Agreement and to consummate the transaction(s) contemplated by this Agreement.

D. Seller has not received notice of default or breach by Seller of any of the covenants, conditions, restrictions, rights-of-way, or easements affecting the Property or any portion thereof; no default or breach now exists or will exist at the time of closing; and no event or condition has occurred and is continuing that, with or without notice and/or the passage of time, will constitute such a default or breach.

E. Seller represents that it has provided to Purchaser all environmental reports and any other documentation in Seller's possession related to the Property.

5. Seller's Environmental Representations. Seller represents and warrants as of the Effective Date and as of closing, that, to the best of Seller's knowledge:

A. The Property has never been used as a landfill, waste dump, or mine.

B. No property in the vicinity of the Property has ever been used as a landfill, waste dump or mine.

C. There is no anticipated, threatened, or pending proceeding or inquiry by any governmental authority or agency with respect thereto.

6. Inspection. Purchaser or any designee of Purchaser has the right to make inspections of the physical condition of the Property and the improvements located thereon at Purchaser's expense. These inspections may include, but are not limited to, environmental assessments and inspections regarding compliance with any building or fire code, environmental protection, pollution or land use or zoning laws, rules, or regulations, including, but not limited to, any laws relating to the disposal or existence of any hazardous substance or other regulated substance in or on the Property. If Purchaser does not provide to Seller written notice of any unsatisfactory condition, as determined in Purchaser's sole discretion, signed by an authorized representative of Purchaser, on or before the Inspection Deadline, Purchaser waives any objection to the physical condition of the Property and the improvements located thereon as of that date. If Purchaser provides written notice of any unsatisfactory condition, signed by an authorized representative of Purchaser, to Seller on or before the Inspection Deadline, and Seller does not cure such conditions prior to closing, Purchaser may terminate this Agreement. Purchaser is responsible and will pay for any damage that occurs to the Property and the improvements located thereon as a result of these inspections.

7. Maintenance of Title. Seller must not cause or permit new liens, easements, or other encumbrances on the title to the Property, except as expressly agreed by Purchaser in writing.

8. Risk of Loss. Seller shall bear all risk of loss with respect to the Property up until closing in accordance with this Agreement. In the event of damage to any portion of the Property by fire or other casualty prior to closing, then this Agreement may be terminated at the option of Purchaser. This option shall be exercised, if at all, by Purchaser's written notice thereof to Seller within ten (10) days after receipt of written notice from Seller of such fire or other casualty. Upon the exercise of such option to terminate, this Agreement shall become null and void and neither party shall have any further liability or obligations hereunder, except as otherwise provided in this Agreement. If Purchaser does not elect to terminate, Seller shall assign and transfer to Purchaser at closing all of Seller's right, title and interest in and to all insurance proceeds or other compensation paid or payable to Seller on account of such fire or casualty together with the amount of the deductible relating thereto.

9. Closing. All references to "close" or "closing" in this Agreement are deemed to mean the successful transfer of title of the Property from Seller to Purchaser. The parties agree to close on a date determined by Purchaser upon not less than 30 days prior written notice by Purchaser to Seller or on the Closing Date, whichever date first occurs, at the office location of the Title Company or at such other reasonable time, date, or location as the parties may mutually agree. All Title Company escrow fees shall be paid by Purchaser. If the close does not occur on or before the Closing Date, then the remedies on default pursuant to paragraph 15 below shall apply.

A. Execution of this Purchase and Sale Agreement shall be contingent upon the approval of the Fort Collins City Council.

10. Proration. Real property taxes and assessments and similar expenses, in accordance with local practice, will be prorated as of the date of closing.

11. Method of Conveyance. Seller will convey the real property portion of the Property to Purchaser at the time of closing by deed in the form attached hereto as Exhibit B. The personal property portion of the Property, if any, shall be transferred to Purchaser by Seller at the time of closing by bill of sale or other appropriate transfer document, free and clear of all liens and encumbrances. The Special Warranty Deed delivered at Closing shall include a reference stating that the conveyance is subject to the attached Exhibit C, Affordable Housing Covenant, recorded concurrently therewith.

12. Possession. Seller will deliver possession of the Property to Purchaser upon closing free and clear of Leases and tenancies, with the following exception:

A. Interim Use by City. Following Closing, the City shall have the right to continue using the existing parking areas and related improvements on the Property for municipal purposes (the "Interim Use") until such time as Purchaser is prepared to commence construction of the Project.

Purchaser shall provide the City with not less than one hundred eighty (180) days' prior written notice of the date on which the City must vacate the Property to allow for commencement of construction.

During the Interim Use period, the City shall be responsible for routine maintenance of the areas it occupies and shall maintain any required insurance consistent with its self-insured status. Purchaser shall have the right to access the Property for planning, design, and pre-development activities, provided such activities do not materially interfere with the City's Interim Use.

The parties shall cooperate in good faith to coordinate the transition of possession to ensure an orderly commencement of construction.

13. Brokers.

☒ Seller represents to the Purchaser that Seller has is represented by both unlicensed and licensed real estate staff of the City of Fort Collins. Licensed staff consists of William C. Flowers, who holds two (2) real estate licenses as a Real Estate Company - Employing (#EC100083567) and as an Employing Level Real Estate Broker-Responsible Broker (#ER40038475), in the State of Colorado. Purchaser represents that Purchaser is not represented by a licensed real estate professional for the purposes of this transaction.

14. This paragraph intentionally omitted.

15. Remedies on Default. If any note or check received as the Earnest Money Deposit hereunder or any other payment due hereunder is not paid, honored, or tendered when due, or if any other obligation hereunder is not performed as herein provided, the remedies are:

A. If Purchaser is in default, Seller may recover direct damages (actual out-of-pocket expenses but excluding the cost of City staff time) as may be proper and Seller expressly waives the remedies of specific performance and additional damages.

B. If Seller is in default, Purchaser may elect to treat this Agreement as terminated, in which case Purchaser may recover such damages as may be proper, or Purchaser may elect to treat this Agreement as being in full force and effect, and Purchaser will have the right to an action for specific performance or damages, or both.

16. Litigation Expenses. In the event any party defaults in any of its covenants or obligations, and a party not in default commences and prevails in any legal or equitable action against the defaulting party, the defaulting party expressly agrees to pay all reasonable expenses of the litigation, including a reasonable sum for attorneys' fees or similar costs of legal representation.

17. Governing Law/Venue. The parties intend and agree that this Agreement is to be construed and enforced according to the laws of Colorado, and that venue in any proceeding related to the subject matter of this Agreement will be in Larimer County, Colorado.

18. This paragraph intentionally omitted.

19. Notices. Any notice or other communication given by either party to the other relating to this Agreement must be in writing and shall be deemed given (i) when delivered personally; (ii) on the first business day which is three (3) days following mailing by certified mail, return receipt requested or with tracking, and postage prepaid; or (iii) the next business day after sending by a nationally recognized overnight delivery service and addressed to the party at its respective address as set forth above.

20. Headings. Paragraph headings are used for convenience of reference and in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

21. Construction. Words of the masculine gender include the feminine and neuter gender and when the sentence so indicates, words of the neuter gender refer to any gender. Words in the singular include the plural and vice versa. Definitions of defined terms are intended to apply throughout this Agreement. This Agreement is to be construed according to its fair meaning, and as if prepared by all parties, and is deemed to be and contain the entire understanding and agreement between the parties.

22. Binding Effect/Joint and Several Liability. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

23. Time is of the Essence. It is agreed that time is of the essence of this Agreement and each and every provision.

24. Time Frames. All periods and time frames referred to in this Agreement shall be defined as calendar days and not business days.

25. Assignment. This Agreement must not be assigned by either of the parties hereto without the prior written consent of the other party.

26. Entire Agreement, Modification. This Agreement constitutes the entire contract between the parties relating to the conveyance of the Property, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement will be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

27. Counterpart, Facsimile, and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Signatures may be delivered by facsimile copy or electronic format. Facsimile and electronic signatures are binding on the parties as if they were originals.

28. Recording. Purchaser ☒ may or ☐ may not record this Agreement in the real property records of the Larimer County Clerk and Recorder.

29. Authority. Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement in his or her individual or representative capacity as indicated.

30. Relocation Assistance. Purchaser and Seller acknowledge that some tenants of the Property may be entitled to certain notices and relocation assistance ("Relocation Assistance") under federal and state laws, rules, and regulations that govern relocation obligations including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24 (collectively, the "Relocation Laws"). In order to determine whether any such tenants are entitled to Relocation Assistance, Purchaser is required to, among other things, provide certain notices, prepare a relocation plan, seek certain approvals from governmental authorities related to such plan, and correspond with certain tenants who may be eligible for Relocation Assistance (collectively, the "Relocation Procedures"). Purchaser shall be solely responsible for the costs associated with implementing the Relocation Procedures, including the fees of any relocation consultant engaged to assist the parties with the Relocation Procedures (the "Relocation Consultant"). Seller agrees to reasonably cooperate with Purchaser and use its commercially reasonable, good faith efforts to assist Purchaser in implementing the Relocation Procedures. Such cooperation shall include, without limitation, permitting Purchaser or the Relocation Consultant to contact, notify and/or interview any tenants as may be necessary to implement the Relocation Procedures. Seller shall provide Purchaser or the Relocation Consultant a list of all existing tenants under the Leases copies of all Leases.

(Rest of Page is Blank)

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

SELLER:

_____ _____
Date Signature of Signing Authority

ATTESTED BY:

_____

PURCHASER:

HOUSING CATALYST, a body corporate and politic

_____ By: _____
Date Julie Brewen, Chief Executive Officer

Docusign Envelope ID: 433B1335-3658-83F8-831D-86438E8393C2

EXHIBIT A

Lot 3, Penny Flats Subdivision, according to the Plat thereof recorded January 30, 2007 at Reception No. 20070007427, County of Larimer, State of Colorado.

For Informational
Purposes Only Tax ID
No.: R1643641 /
Assessor's Parcel#
9711182903

Docusign Envelope ID: 433B1335-3658-83F8-831D-86438E8393C2

EXHIBIT B

Form of the Special Warranty Deed

THIS **SPECIAL WARRANTY DEED**, made this ___ day of _____, 20__, by and between **CITY OF FORT COLLINS** (hereinafter "**the Grantor**"), whose mailing address for the purposes of this Special Warranty Deed is PO Box 580, Fort Collins, CO 80522 and **HOUSING CATALYST**, whose mailing address, for purposes of this Special Warranty Deed is 1715 West Mountain Avenue, Fort Collins, CO 80521 (hereinafter "**the Grantee**").

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of FIVE HUNDRED Dollars ($500.00) and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt of which are hereby confessed and acknowledged, have granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey and confirm unto the Grantee and Grantee's successors and assigns forever, those certain parcels of real property, together with all improvements, if any, situate, lying, and being in the County of Larimer, State of Colorado, more particularly described on **Exhibit A**, attached hereto, consisting of one (1) page, and incorporated herein by this reference, also known by street and number as 314 North Howes Street, Fort Collins, CO 80521 which real property shall be hereinafter referred to as "**the Property**".

TOGETHER with all and singularly the hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in or to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns, forever. The Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, and Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, free and clear of all liens and encumbrances, except and subject to all existing easements and rights-of-way in place or of record; any restrictions, reservations, or exceptions contained in any United States or State of Colorado Patents of record; all zoning and other governmental rules and regulations; statutory lien rights resulting from the inclusion of the Property in any special taxing or improvement districts; all oil, gas or other mineral reservations or exceptions of record; and general property taxes, assessments and charges for [the year of closing] and all subsequent years. Grantor's warranty of title is further subject to the encumbrances set forth on **Exhibit B**, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed the day and year first above written.

Docusign Envelope ID: 433B1335-3658-83F8-831D-86438E8393C2

GRANTOR:
COLORADO, a Municipal Corporation

THE CITY OF FORT COLLINS,

By:_____
Emily Francis, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

ACCEPTED BY GRANTEE:

HOUSING CATALYST, a body corporate and politic

By: _____
~~Kristin Kransnove Fritz, Chief Real Estate Officer~~ Julie Brewen, Chief Executive Officer

DS JB

Docusign Envelope ID: 433B1335-3658-83F8-831D-86438E8393C2

EXHIBIT A to the Special Warranty Deed

Legal Description

Lot 3, Penny Flats Subdivision, according to the Plat thereof recorded January 30, 2007 at Reception No. 20070007427, County of Larimer, State of Colorado.

For Informational
Purposes Only Tax ID
No.: R1643641 /
Assessor's Parcel#
9711182903

Docusign Envelope ID: 433B1335-3658-83F8-831D-86438E8393C2

Exhibit "C" to the Special Warranty Deed

Special Terms and Conditions

AFFORDABLE HOUSING COVENANT

Pursuant to Section 23-354 of the Code of the City of Fort Collins, the use of the property shall be limited by a covenant requiring the following (the "Covenant").

(1) Use of the property shall be permanently restricted to affordable housing, as defined in the City's Land Use Code Article 7, with affordability standards as outlined in the City's Land Use Code Section 5.2.1(C) as of the date of the execution of this contract.

(2) Purchaser shall commence development activities within twenty four (24) months of execution of this contract and shall obtain building permits for the construction of all such housing units within forty eight (48) months of execution of this contract, unless otherwise agreed by the City Manager in accordance with Section 23-354 of the City Code upon a finding that Purchaser has exerted a good faith and diligent effort in pursuing the Development but has suffered delays caused by unforeseen circumstances not reasonably within the control of Purchaser

(3) The Covenant shall run with the land and shall not be subordinated to other encumbrances on the Property,. provided, however, that the Covenant may be subordinated to (i) construction or permanent financing upon terms reasonably acceptable to the Seller, so long as such subordination does not eliminate the long-term affordability requirements or the Seller's enforcement rights; and (ii) affordability covenants required by other governmental agencies or authorities providing grants, loans, and other financing for the Development.

(4) Repurchase Option. In furtherance of the public purpose of this conveyance and the Affordable Housing Covenant described above, the City shall retain a repurchase option as follows:

If Purchaser:

a. Fails to commence development activities within twenty-four (24) months of execution of this contract (subject to any approved extensions); or
b. Fails to obtain building permits within forty-eight (48) months of execution of this contract (subject to approved extensions); or
c. Fails to record or materially breaches the Affordable Housing Covenant; or
d. Transfers or encumbers the Property in violation of this Agreement or the Covenant;

then, following written notice from the City and expiration of a reasonable cure period not to exceed one hundred eighty (180) days, the City shall have the option, but not the obligation, to repurchase the Property.

The repurchase price shall be Five Hundred Dollars ($500.00), together with reimbursement of documented third-party capital improvements approved by the City, if any, but excluding financing costs, internal administrative costs, or projected profits.

This repurchase option shall run with the land and shall be referenced in the Special Warranty Deed delivered at Closing.

Docusign Envelope ID: 433B1335-3658-83F8-831D-86438E8393C2

The repurchase option may be subordinated to (i) construction and permanent financing upon terms reasonably acceptable to the Seller, and (ii) liens, encumbrances, covenants and agreements of other governmental agencies or authorities providing grants, loans, and other financing for the Development; provided that such subordination does not eliminate the Seller's ability to enforce the Affordable Housing Covenant.

File Attachments for Item:

13. Second Reading of Ordinance No. 099, 2026, Approving the Addition of Permitted Uses Associated with the Rigden Farm Sixth Filing Major Amendment and Final Development Plan FDP260002.

This Ordinance, unanimously adopted on First Reading on July 21, 2026, presents an Addition of Permitted Uses (APU) and combined Major Amendment and Final Development Plan (FDP) which proposes to have pigs graze part of a tract owned by the Rigden Farm Homeowners Association (HOA). The applicant (AloTerra Restoration Services) proposes to use up to 15 pigs to eat the extensive seedbank of the troublesome weed, *Kochia scoparia* (kochia) in 0.8 acres of this 3.96-acre park space during the growing seasons for a two to five-year period. A Modification of Standard was requested to permit an electric fence associated with the pigs.

The Council's decision on the proposed APU is a quasi-judicial decision governed by the standards in the Land Use Code. If considered on the consent agenda, a public hearing is deemed to have been open and closed, with the only evidence considered being that set forth in the agenda item summary and the attachments thereto, including the staff report and public comment. If the APU is pulled from the consent calendar, Council will conduct a public hearing pursuant to the Council Rules of Procedure. If Council votes down the Ordinance, a second motion formally stating denial of the application for the addition of a permitted use would be appropriate.

The site is located in the Low-Density Mixed-Use Neighborhood (LMN) zone district. The proposed land use, Farm Animals, is not a permitted use in the LMN district, so this proposal is subject to an Addition of Permitted Uses and Major Amendment with a Type 2 (Planning and Zoning Commission) hearing for a recommendation to City Council for a decision.

Staff has heard significant public comment on this proposal. While much of the feedback has been supportive of the pigs, some neighbors have grievances, citing previous problems with odor and noise, and a general lack of trust of the applicant team's abilities and intentions. In order to address these concerns, staff worked closely with the applicant to ensure robust noise and odor mitigation strategies in the Site and Management Plan. Staff and the applicant also worked to ensure the Site and Management Plan included animal husbandry procedures in alignment with recommendations from the Larimer Public Health Department and NOCO Humane.

On June 18, 2026, the Planning and Zoning Commission voted 5-1 to approve the Site and Management Plan (FDP260002) and 5-1 to approve the Modification of Standard for the electric fence. The Commission also voted 5-1 to recommend Council approval of the Addition of Permitted Use for the Farm Animals.

If this item is pulled from the Consent Calendar for individual discussion, under Section 2.d. of the Council Rules of Procedure, the hearing procedure for Addition of Permitted Uses applications would be as follows:

(1) Announcement of item;

(2) Consideration of any procedural issues;

(3) Explanation of the application by City staff;

(4) Presentation by the applicant and/or by the affected property owner (if not the applicant);

(5) Public testimony regarding the application;

(6) Rebuttal testimony by the applicant/property owner;

(7) Councilmember questions of City staff, the applicant/property owner and other comments; and

(8) Motion, discussion and vote by City Council.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Jill Baty, City Planner

SUBJECT

Second Reading of Ordinance No. 099, 2026, Approving the Addition of Permitted Uses Associated with the Rigden Farm Sixth Filing Major Amendment and Final Development Plan FDP260002.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 21, 2026, presents an Addition of Permitted Uses (APU) and combined Major Amendment and Final Development Plan (FDP) which proposes to have pigs graze part of a tract owned by the Rigden Farm Homeowners Association (HOA). The applicant (AloTerra Restoration Services) proposes to use up to 15 pigs to eat the extensive seedbank of the troublesome weed, *Kochia scoparia* (kochia) in 0.8 acres of this 3.96-acre park space during the growing seasons for a two to five-year period. A Modification of Standard was requested to permit an electric fence associated with the pigs.

The Council's decision on the proposed APU is a quasi-judicial decision governed by the standards in the Land Use Code. If considered on the consent agenda, a public hearing is deemed to have been open and closed, with the only evidence considered being that set forth in the agenda item summary and the attachments thereto, including the staff report and public comment. If the APU is pulled from the consent calendar, Council will conduct a public hearing pursuant to the Council Rules of Procedure. If Council votes down the Ordinance, a second motion formally stating denial of the application for the addition of a permitted use would be appropriate.

The site is located in the Low-Density Mixed-Use Neighborhood (LMN) zone district. The proposed land use, Farm Animals, is not a permitted use in the LMN district, so this proposal is subject to an Addition of Permitted Uses and Major Amendment with a Type 2 (Planning and Zoning Commission) hearing for a recommendation to City Council for a decision.

Staff has heard significant public comment on this proposal. While much of the feedback has been supportive of the pigs, some neighbors have grievances, citing previous problems with odor and noise, and a general lack of trust of the applicant team's abilities and intentions. In order to address these concerns, staff worked closely with the applicant to ensure robust noise and odor mitigation strategies in the Site and Management Plan. Staff and the applicant also worked to ensure the Site and Management Plan included animal husbandry procedures in alignment with recommendations from the Larimer Public Health Department and NOCO Humane.

On June 18, 2026, the Planning and Zoning Commission voted 5-1 to approve the Site and Management Plan (FDP260002) and 5-1 to approve the Modification of Standard for the electric fence. The Commission also voted 5-1 to recommend Council approval of the Addition of Permitted Use for the Farm Animals.

If this item is pulled from the Consent Calendar for individual discussion, under Section 2.d. of the Council Rules of Procedure, the hearing procedure for Addition of Permitted Uses applications would be as follows:

(1) Announcement of item;

(2) Consideration of any procedural issues;

(3) Explanation of the application by City staff;

(4) Presentation by the applicant and/or by the affected property owner (if not the applicant);

(5) Public testimony regarding the application;

(6) Rebuttal testimony by the applicant/property owner;

(7) Councilmember questions of City staff, the applicant/property owner and other comments; and

(8) Motion, discussion and vote by City Council.

STAFF RECOMMENDATION

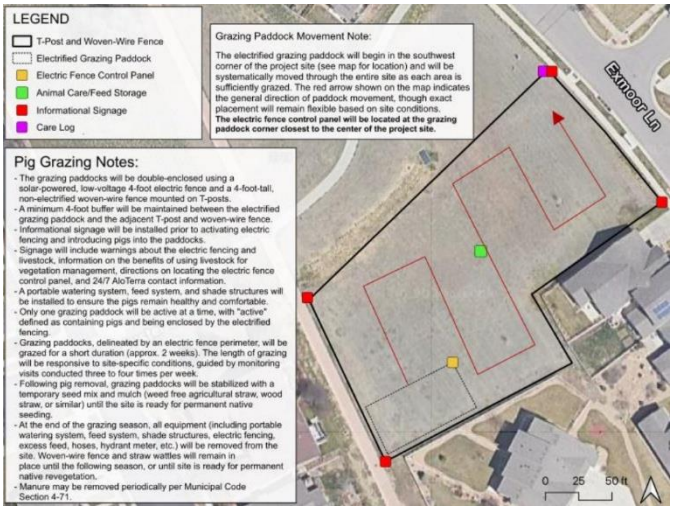
Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

Project Description

With no permanent change to the subject property proposed, this project is different from most that the Land Use Code (LUC) contemplates. The applicant proposes temporary seasonal use of pigs, classified by the LUC as Farm Animals, for the purposes of eating and removing an established weed seedbank (the natural reservoir of viable, ungerminated seeds resting within the soil or leaf litter) on an existing platted tract of HOA property.

The applicant proposes to use no more than 15 English Large Black Hogs on-site to graze kochia seeds and plants during the growing season, approximately May 1 through November 1. Within the large, fenced enclosure, the pigs would be kept in a mobile paddock enclosed with a mesh of electric fencing, and moved every few weeks. Once cleared of seeds, AloTerra would cover the treated area with straw and cover crop seeds.



The applicant expects that the site would be cleared of weeds and ready for permanent seeding with shortgrass prairie natives after 1 or 2 full growing seasons of using the pigs but is asking for permission to use the pigs for up to 5 growing seasons to account for any unforeseen circumstances that may arise.

Site & Management Plan

This plan outlines the management details for the grazing project. The plan also addresses the odor, noise, welfare, pollution and safety aspects that have been highlighted in public comments. The applicant worked with City staff to understand the ways in which our codes and regulations address these concerns for other animals and in other settings and ensure that the management plan offers similar protections and levels of assurance for neighbors and our waterways. Please see the attached Staff Report (Sections: Site

Background, Farm Animal Land Use, Regulating Animals) and the Site and Management Plan for more detail on proposed nuisance mitigation measures.

The Site and Management Plan was approved (5-1) by the Planning and Zoning Commission on June 18, 2026.

Request for Modification of Standard

Electric fencing is not permitted in the Low-Density Mixed-Use Neighborhood zone district. The Land Use Code recognizes that some projects cannot meet every specific standard as written. To address this, the code includes a "Modification of Standards" process and criteria that allows a decisionmaker to consider plans that do not fully comply with every applicable standard. The applicant submitted a request for a Modification of Standard to permit electric fencing associated with these pigs and this request was approved (5-1) by the Planning and Zoning Commission on June 18, 2026.

Compliance with APU Criteria

In order to grant an APU, the proposal must meet a set of criteria outlined in Section 6.9.1(C)(1) of the Land Use Code (LUC). The proposal must also 1) not be detrimental to the public good, 2) be in compliance with LUC Section 5.15.1, Building and Project Compatibility, and 3) not be specifically listed as a "prohibited use" in the zone district in which the proposed site is located.

The following is a summary of staff's analysis of compliance of the proposal with each of the APU criteria. Please reference the Staff Report for the full analysis.

a. *Such use is appropriate in the zone district to which it is added.*

   Based on the Site and Management Plan, and given the context and circumstances of this parcel, staff finds that Farm Animals is an appropriate use on this parcel. Animals will not be permanently added to the parcel, being used for grazing a weed seedbank for six months a year, for up to five years. The plan includes a robust nuisance mitigation plan that addresses concerns of odor and noise. The plan has been developed together with staff experts on runoff and water pollution to best ensure water entering the Poudre River is clean.

b. *Such use conforms to the basic characteristics of the zone district and the other permitted uses in the zone district to which it is added.*

   The Farm Animals will be used temporarily to remove weeds from an HOA-owned park. This APU would not change the fact that this space will ultimately continue to function as an open space park for the neighborhood. It is aligned with the basic characteristics of the LMN zone district.

c. *The location, size and design of such use is compatible with and has minimal negative impact on the use of nearby properties*.

   The size and design of the Farm Animal use are not substantially different from the existing park space and are temporary, so the size and design have no negative impact on nearby properties. The location of the Farm Animals is directly adjacent to one home and within 50 feet of at least six homes. While some of these immediate neighbors report having been bothered by odor, noise and other aspects of the pigs the past two seasons, the Site and Mitigation plan would address these concerns moving forward. Furthermore, the pigs would be seasonal and temporary at this site, with an ultimate benefit to the site and neighborhood.

d. *Such use does not create any more offensive noise, vibration, dust, heat, smoke, odor, glare or other objectionable influences or any more traffic hazards, traffic generation or attraction, adverse environmental impacts, adverse impacts on public or quasi-public facilities, utilities or services, adverse effect on public health, safety, morals or aesthetics, or other adverse impacts of development, than the amount normally resulting from the other permitted uses listed in the zone district to which it is added.*

   As stated for the above criteria around "minimal negative impact," staff believes that the mitigation measures outlined in the Site and Management Plan and the temporary nature of the pigs will not

create any more offensive noise, dust, odor, traffic or other impacts than the amount normally resulting from other permitted uses in the LMN zone district.

- No traffic impacts are anticipated.
- Potential pig impacts (dust, erosion, *E. coli*, odor, noise) are subject to robust mitigation and prevention measures in the Site and Management Plan.
- The pigs do not present a safety risk to the neighborhood given the proposed double fencing and the particular breed of pigs listed in the Site and Management Plan.
- The environmental impacts of using pigs to remove the weed seedbank from this site may be less than the impacts of the alternative weed treatments: years of spraying herbicides, or removal and replacement of the topsoil.
- Some neighbors will be bothered by the aesthetics of having pigs on this property, but this is a seasonal and temporary impact.

e. Such use will not change the predominant character of the surrounding area.

Staff recognizes that during the seasons when the weed seeds are being removed, this park space will have a different character than it has in the past and will in the future. However, the character of the park would change during weed removal, regardless of the method of weed removal. Staff does not believe the temporary use of Farm Animals on this property will change the predominant character of the surrounding area on the scale that this criterion envisions.

f. Such use is compatible with the other listed permitted uses in the zone district to which it is added.

Due to the proposed mitigation plan's robust mitigation of noise, odor and pollution concerns, and due to the seasonal and temporary nature of the pigs on-site, staff finds this use of Farm Animals to be compatible with the other listed permitted uses in the LMN zone district at this location.

g. Such use, if located within or adjacent to an existing residential neighborhood, shall be subject to two (2) neighborhood meetings…The first neighborhood meeting must take place prior to the submittal of an application. The second neighborhood meeting must take place after the submittal of an application and after the application has completed the first round of staff review.

The applicant has met with residents at two neighborhood meetings as required by this code. Concerns expressed by neighbors were used to develop additional, more robust mitigation measures in the Site and Management Plan.

h. Such use is not a medical marijuana business as defined in Section 15-452 of the City Code or a retail marijuana establishment as defined in Section 15-603 of the City Code.

The applicant is not proposing such establishment or business with this proposal.

Compliance with LUC Section 5.15.1, Building and Project Compatibility

The purpose of LUC Section 5.15.1 is to ensure the physical and operational compatibility of proposed buildings and uses with the context of the surrounding area. Most of the standards in this code section speak to architectural compatibility, including roof lines, proportions in building mass, relationships to the street, window and door patterns, building materials and balancing privacy with creating opportunities for neighbor interactions. Staff finds that Sections 5.15.1(C), (D), (E), (F), (G), and (H) do not apply.

The majority of Land Use Code Section 5.15.1(I) Outdoor Storage Areas/Mechanical Equipment does not apply to this project. However, Section 5.15.1(I)(5) (regarding temporary outdoor storage) does apply and this proposal conforms, with temporary equipment and fencing being removed from the site every winter (November-May).

Detriment to the Public Good

Staff finds that this proposal for an Addition of Permitted Use is not detrimental to the public good for the following reasons:

1. The plan prevents widespread spraying of herbicides adjacent to homes.
2. It prevents thousands of pounds of weed seed-infested topsoil from being removed, brought to a public landfill, and replaced.
3. The plan prevents sediment, nutrients and potential disease vectors from entering the Poudre River waterway.
4. Robust mitigation measures will prevent undue odor and noise from impacting adjacent neighbors.
5. The plan will promote native prairie reintroduction to an urbanized neighborhood and provide an opportunity for building neighborhood identity and neighbor relations through the attraction of the pigs.
6. The pigs will be removed every winter and will only be permitted at the site for up to five years. This allows seasonal relief from any nuisance to adjacent neighbors.
7. The space will resume its intended function as a park space once the restoration has been finalized.

Prohibited Uses

No uses are prohibited in the LMN zone district.

CITY FINANCIAL IMPACTS

This property has received citations for weeds and noxious weeds most years since it was dedicated as a park in 2005. Administering these citations has a financial impact on the City and removing the weed seedbank would significantly reduce the likelihood that enforcement is needed in the foreseeable future.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Planning and Zoning Commission voted 5-1 to recommend that Council approve the Addition of Permitted Use, in accordance with the associated Final Development Plan (FDP260002).

PUBLIC OUTREACH

Per the requirements of the Addition of Permitted Use, the City facilitated two Neighborhood Meetings between the applicant and the Rigden Farm neighborhood. One was held prior to the application being submitted and the second was held after the applicant had submitted the application and received feedback from City reviewers.

The first Neighborhood Meeting was attended by approximately 40 neighbors in person and an additional 30 online. The second Neighborhood Meeting was attended by around 11 neighbors in person and an additional 9 online.

This proposal has generated a good deal of public interest as it is quite unusual, and as the applicant team includes the neighborhood HOA. Feedback has been generally, though not entirely positive, and has included a large number of questions. As mentioned above, concerns from the community have included noise and odor. Feedback also included concerns about the welfare of the pigs, waste and runoff, and flies. Please find more detail on public comments in the Staff Report (Public Feedback section) and the Neighborhood Meeting summaries (attached).

ATTACHMENTS / LINKS

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 099, 2026

ORDINANCE NO. 099, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING THE ADDITION OF PERMITTED USES
ASSOCIATED WITH THE RIGDEN FARM SIXTH FILING MAJOR
AMENDMENT AND FINAL DEVELOPMENT PLAN FDP260002

A. The major amendment and final development plan FDP260002 for Rigden Farm Sixth Filing proposes to allow up to fifteen pigs to graze a .8 acre portion (the "Site" depicted on Exhibit A attached hereto and incorporated herein by this reference) of a 3.96-acre tract owned by the Rigden Farm Homeowners Association to eliminate non-native vegetation cover, including weeds such as kochia and their seeds, during the growing seasons for up to five years.

B. The Site is located in the Low-Density Mixed-Use Neighborhood ("LMN") zone district which does not list Farm Animals as an allowed use. The applicant for FDP26002 has requested that City Council approve Farm Animals through the Addition of Permitted Uses ("APU") procedure set forth in Land Use Code ("LUC") Division 6.9 to allow the pigs to be placed on the Site to graze.

C. The APU procedure allows a use not listed in a particular zone district to be conducted on a particular property in such zone district if certain standards are met.

D. For APU applications in the LMN zone district, City Council is the decision maker by ordinance after considering a Planning and Zoning Commission ("P&Z") recommendation.

E. At its June 18, 2026, regular meeting, P&Z approved FDP260002 with one modification of standard to allow electric fencing on the Site (5-1 vote, Commissioner Peel opposed), conditional upon City Council approving the associated APU to allow the use of Farm Animals on the Site and P&Z recommended that City Council approve the requested APU (5-1 vote, Commissioner Peel opposed).

F. Pursuant to LUC Section 6.9.1(B)(2), the Farm Animals use may be allowed on the Site through the APU process because such use is allowed in one or more of the City's other zone districts and is proposed to be allowed on the Site based solely on unique circumstances and attributes of the Site and development plan.

G. Furthermore, pursuant to LUC Section 6.9.1(C)(1)(h), the Farm Animals use may be allowed on the Site through the APU process because the use is not marijuana related.

H. Pursuant to LUC Section 6.9.1(C)(1)(g), two neighborhood meetings were held regarding the APU request with the first meeting held prior to the submittal of the development application on December 15, 2025, and the second meeting held on April 9, 2026, after submitting the development application and completion of the first round of staff review.

I. Publication of notice of the July 21, 2026, Council hearing occurred in the Coloradoan on July 1, 2026.

J. LUC Section 6.9.1(C)(3)(c) sets forth the criteria, as further described below, that must be satisfied in order for Council to approve the requested Farm Animals use pursuant to the APU process.

K. On July 21, 2026, Council held a public hearing and considered the APU in accordance with the LUC, either as part of the consent or discussion agenda and if considered on the consent agenda, a public hearing is deemed to have been open and closed, with the only evidence considered being that set forth in the agenda item summary and the attachments thereto, including the staff report and any public comment.

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, after considering the P&Z recommendation on the proposed Farm Animals APU application, the agenda materials, and all relevant testimony, hereby approves the Farm Animals APU to add Farm Animals as an allowed use on the Site as described in the approved plans for FDP260002 and the agenda materials on a temporary basis as follows:

1. Pigs may be placed on the Site during a growing season (defined in Subsection 2. immediately below) until 5 p.m. on November 21, 2031. The Farm Animals APU automatically terminates at 5 p.m. on November 21, 2031, and any pigs and related facilities or equipment and perimeter Site fencing must be removed prior to such termination.

2. A growing season is defined as the period commencing as early as April 24 for the setup of the Site for the pigs and placement of the pigs on the Site, and ending no later than 5 p.m. on November 21 by which time no pigs or facilities or equipment related to the pigs may be on the Site with the exception of perimeter fencing around the Site which may remain in place until the Farm Animals APU terminates.

Section 2. City Council, in support of its decision to approve the Farm Animals APU, makes the following findings of fact:

1. The Farm Animals APU satisfies the criteria set forth in LUC Section 6.9.1(C)(3)(c) as follows:

   a. The Farm Animals use is appropriate in the LMN zone district.

b. The Farm Animals use conforms to the basic characteristics of the LMN zone district and the other permitted uses in the LMN zone district.

c. The location, size and design of the Farm Animals use is compatible with and has minimal negative impact on the use of nearby properties.

d. The Farm Animals use does not create any more offensive noise, vibration, dust, heat, smoke, odor, glare or other objectionable influences or any more traffic hazards, traffic generation or attraction, adverse environmental impacts, adverse impacts on public or quasi-public facilities, utilities or services, adverse effects on public health, safety, morals or aesthetics, or other adverse impacts of development, than the amount normally resulting from the other permitted uses listed in the LMN zone district.

e. The Farm Animals use will not change the predominant character of the surrounding area.

f. The Farm Animals use is compatible with the other listed permitted uses in the LMN zone district.

g. The Farm Animals APU request fulfilled the LUC requirement for two neighborhood meetings with the first meeting held prior to the submittal of the development application on December 15, 2025, and the second meeting held on April 9, 2026, after submittal of the development application and completion of the first round of staff review.

h. The Farm Animals use is not a medical marijuana business as defined in Section 15-452 of the City Code or a retail marijuana establishment as defined in Section 15-603 of the City Code.

2. The Farm Animals use is not detrimental to the public good;

3. The Farm Animals use complies with the requirements and criteria contained in LUC Section 5.15.1; and

4. The Farm Animals use is not specifically listed as a prohibited use in the LMN zone district.

Section 3. Any changes to the approved Farm Animals APU or to its location, size, and design in a manner that changes the predominant character of or increases the negative impact upon the surrounding area will require the approval of a new APU.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Brad Yatabe

Exhibit: Exhibit A – Map of Site Subject to Farm Animal Addition of Permitted Use

EXHIBIT A TO ORDINANCE NO. 099, 2026
Page 1 of 2

Map of Site Subject to Farm Animal Addition of Permitted Use

EXHIBIT A TO ORDINANCE NO. 099, 2026
Page 2 of 2

Map of Site Subject to Farm Animal Addition of Permitted Use

File Attachments for Item:

14. Second Reading of Ordinance No. 100, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Public Health and Environment and Authorizing Transfers for the Clean Fleet Vehicle and Technology Grant Program.

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $1,806,281 of unanticipated grant revenue from the Colorado Department of Public Health and Environment for the Clean Fleet Vehicle and Technology (CFVT) grant program. The funding will support the replacement of 13 end of life vehicles across varies city operations. This item also appropriates $921,914 in matching funds to meet the cost-share requirement of the grant.

This item was updated between First and Second Reading to include the transfer of $280,121 from Fund 256 (2050 Climate Tax) and $7,000 from Fund 100. These existing appropriations will be used for match/upfit allocations according to the updated table in the City Financial Impacts section.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Tracy Ochsner, Director, Operation Services
Kerri Ishmael, Manager, Utilities Finance
Carisa Clinton, Manager, Grants Administration

SUBJECT

Second Reading of Ordinance No. 100, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Public Health and Environment and Authorizing Transfers for the Clean Fleet Vehicle and Technology Grant Program.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $1,806,281 of unanticipated grant revenue from the Colorado Department of Public Health and Environment for the Clean Fleet Vehicle and Technology (CFVT) grant program. The funding will support the replacement of 13 end of life vehicles across varies city operations. This item also appropriates $921,914 in matching funds to meet the cost-share requirement of the grant.

This item was updated between First and Second Reading to include the transfer of $280,121 from Fund 256 (2050 Climate Tax) and $7,000 from Fund 100. These existing appropriations will be used for match/upfit allocations according to the updated table in the City Financial Impacts section.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

Operation Services applied for and received the Clean Fleet Vehicle and Technology grant from the Colorado Department of Public Health and Environment (CDPHE). The grant provides funding through new vehicle incentives to replace end-of-life vehicles with Battery Electric (BEV) or Compressed Natural Gas (CNG) vehicles. Incentives range from 50% - 70% of vehicle costs from Light Duty up through Class 8 vehicles. The City was awarded funding for 13 vehicles across all vehicle classifications.

CITY FINANCIAL IMPACTS

This item appropriates $1,806,281 of unanticipated grant revenue from the Colorado Department of Public Health and Environment for the Clean Fleet Vehicle and Technology (CFVT) vehicle replacement grant**.** Grant funds will support the replacement of 13 end-of-life vehicles and scrappage of up to 9 vehicles. This item also authorizes the transfer of matching funds from existing 2026 appropriations in the corresponding fund to the project as needed to complete the purchase and upfit. Since this project benefits multiple

departments and multiple funds, the following table is used to organize the funding allocation and match sources:

Dept.	Set Up in Fund	# of vehicles	Grant Allocation	Match/Upfit Allocation	Match Source
Contingency	100	0	$86,867	$-	N/A
Steets	292	2	$356,513	$527,791	Existing 2026 appropriations in the Transportation Services Fund
Utilities - L&P	501	3	$445,036	$314,123	Existing 2026 appropriations in the Light & Power Fund
Utilities - Water	502	2	$366,523	TBD	Utilities
Parks	100	3	$249,592	TBD	Our Climate Future tax
Forestry	100	1	$173,250	$40,000	Existing 2026 appropriations in the Forestry General Fund Budget
Ops Services	100	2	$61,000	$40,000	Existing 2026 appropriations in the Ops Services general fund budget
Scrappage	601	0	$67,500	$-	N/A
TOTAL		**13**	**$1,806,281**	**$921,914**	**TOTAL**

Dept.	Set up in fund	# of vehicles	Grant Allocation	Match/Upfit Allocation Source 1	Match/Upfit Allocation Source 2 (if applicable)	Match Source
Contingency	100	0	$86,867.00		$-	N/A
Steets	292	2	$356,513.00	$527,791.00	$-	Existing 2026 appropriations in the Transportation Svs Fund
Utilities - L&P	501	3	$445,036.00	$314,123.00	$-	Existing 2026 appropriations in the Light & Power Fund
Utilities - Water	502	2	$366,523.00		$-	TBD - 2027
Parks	100	3	$249,592.00	$144,871.00	$7,000.00	SOURCE 1: 2050 Climate Tax SOURCE 2: Existing 2026 appropriations in the Parks General Fund Budget
Forestry	100	1	$173,250.00	$74,250.00	$40,000.00	SOURCE 1: 2050 Climate Tax SOURCE 2: Existing 2026 appropriations in the Forestry General Fund Budget

Ops Services	100	2	$61,000.00	$61,000.00	$40,000.00	SOURCE 1: 2050 Climate Tax SOURCE 2: Existing 2026 appropriations in the Ops Services general fund budget
Scrappage	601	0	$67,500.00		$-	N/A
			$1,806,281.00	**$1,122,035.00**	**$87,000.00**	

This action appropriates matching and/or upfit funds for 8 vehicles described in the table above. Staff will submit additional appropriation requests for Council consideration so the remaining vehicle purchases can be completed. Staff with Departments not allocating full match or upfit as part of this appropriation ordinance understand that they must not order vehicles until they identify match amount and Council authorizes the appropriation of such funds.

The grant is reimbursement-based, with funds provided after eligible project expenses have been incurred and vehicles placed in service.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 100, 2026

ORDINANCE NO. 100, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED GRANT REVENUE FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND AUTHORIZING TRANSFERS FOR THE CLEAN FLEET VEHICLE AND TECHNOLOGY GRANT PROGRAM

A. The City applied for and received the Clean Fleet Vehicle and Technology grant (the "Grant") from the Colorado Department of Public Health and Environment ("CDPHE"). The Grant provides reimbursement funding in the amount of $1,806,281 through new vehicle incentives to replace end of life vehicles with Battery Electric or Compressed Natural Gas vehicles. The City was awarded funding for 13 vehicles across all vehicle classifications and matching requirements apply.

B. This Ordinance appropriates Grant funding for vehicle purchases by the following divisions of the City: Streets, Light and Power, Water Utilities, Parks, Forestry, and Operation Services. This Ordinance also appropriates Grant funds for required contingency and for scrappage of existing City vehicles. Additionally, this Ordinance transfers existing appropriations for matching funds or for upfit purposes for the following divisions of the City: Streets, Light and Power, Parks, Forestry and Operation Services. This table shows the allocations:

~~Division~~	~~# of vehicles~~	~~Grant Allocation~~	~~Match/Upfit Allocation~~	~~Match/Upfit Source~~
~~Contingency~~	~~0~~	~~$86,867~~	~~$ -~~	~~N/A~~
~~Steets~~	~~2~~	~~$356,513~~	~~$527,791~~	~~Existing 2026 appropriations in the Transportation Services Fund~~
~~Utilities - L&P~~	~~3~~	~~$445,036~~	~~$314,123~~	~~Existing 2026 appropriations in the Light & Power Fund~~
~~Utilities - Water~~	~~2~~	~~$366,523~~	~~TBD~~	~~Utilities~~
~~Parks~~	~~3~~	~~$249,592~~	~~TBD~~	~~Our Climate Future tax~~
~~Forestry~~	~~1~~	~~$173,250~~	~~$40,000~~	~~Existing 2026 appropriations in the Forestry General Fund Budget~~
~~Ops Services~~	~~2~~	~~$61,000~~	~~$40,000~~	~~Existing 2026 appropriations in the Ops Services general fund budget~~
~~Scrappage~~	~~0~~	~~$67,500~~	~~$ -~~	~~N/A~~
~~**TOTAL**~~	~~**13**~~	~~**$1,806,281**~~	~~**$921,914**~~	~~**TOTAL**~~

Dept.	Set up in fund	# of vehicles	Grant Allocation	Match/Upfit Allocation Source 1	Match/Upfit Allocation Source 2 (if applicable)	Match Source
Contingency	100	0	$86,867.00		$-	N/A
Steets	292	2	$356,513.00	$527,791.00	$-	Existing 2026 appropriations in the Transportation Svs Fund
Utilities - L&P	501	3	$445,036.00	$314,123.00	$-	Existing 2026 appropriations in the Light & Power Fund
Utilities - Water	502	2	$366,523.00		$-	TBD - 2027
Parks	100	3	$249,592.00	$144,871.00	$7,000.00	SOURCE 1: 2050 Climate Tax SOURCE 2: Existing 2026 appropriations in the Parks General Fund Budget
Forestry	100	1	$173,250.00	$74,250.00	$40,000.00	SOURCE 1: 2050 Climate Tax SOURCE 2: Existing 2026 appropriations in the Forestry General Fund Budget
Ops Services	100	2	$61,000.00	$61,000.00	$40,000.00	SOURCE 1: 2050 Climate Tax SOURCE 2: Existing 2026 appropriations in the Ops Services general fund budget
Scrappage	601	0	$67,500.00		$-	N/A
			$1,806,281.00	**$1,122,035.00**	**$87,000.00**	

C. Future vehicle purchases for Water Utilities ~~and Parks~~ for which the table does not identify a grant match amount are contingent upon City Council approval of appropriation ordinance(s) to appropriate the required matching funds.

D. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of improving the City's fleet of functional and environmentally sustainable vehicles.

E. 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.

F. The City Manager has recommended the appropriation described herein and determined that these appropriations are available and previously unappropriated from the General Fund, the Transportation Services Fund, the Light and Power Fund, the Water Fund, and the Equipment Fund, as applicable, and that these appropriations will not cause the total amount appropriated in the General Fund, the Transportation Services Fund, the Light and Power Fund, the Water Fund, or the Equipment Fund, as applicable, to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during this fiscal year.

G. Article V, Section 10 of the City Charter authorizes 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.

H. The City Manager has recommended the transfer of $527,791 from the general budget in the Transportation Services Fund to the project budget in the Transportation Services Fund, $314,123 from the general budget in the Light and Power Fund to the project budget in the Light and Power Fund, $40,000 from the Forestry budget in the General Fund to the project budget in the General Fund, ~~and~~ $40,000 from the Operations Services budget in the General Fund to the project budget in the General Fund, $7,000 from the Parks budget in the General Fund to the project budget in the General Fund, $144,871 from the 2050 Tax Parks Rec Transit OCF Fund to the Parks project budget in the General Fund, $74,250 from the 2050 Tax Parks Rec Transit OCF Fund to the Forestry project budget in the General Fund, and $61,000 from the 2050 Tax Parks Rec Transit OCF Fund to the Operation Services project budget in the General Fund, and determined that the purposes for which the transferred funds are to be expended remains unchanged.

I. 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.

J. City Council wishes to designate the appropriations herein for the Grant as appropriations 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 General Fund the sum of FIVE HUNDRED SEVENTY THOUSAND SEVEN HUNDRED NINE DOLLARS ($570,709) to be expended in the General Fund for the CDPHE Grant program.

Section 2. There is hereby appropriated from new revenue or other funds in the Transportation Services Fund the sum of THREE HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED THIRTEEN DOLLARS ($356,513) to be expended in the Transportation Services Fund for the CDPHE Grant program.

Section 3. There is hereby appropriated from new revenue or other funds in the Light and Power Fund the sum of FOUR HUNDRED FORTY-FIVE THOUSAND THIRTY-SIX DOLLARS ($445,036) to be expended in the Light and Power Fund for the CDPHE Grant program.

Section 4. There is hereby appropriated from new revenue or other funds in the Water Fund the sum of THREE HUNDRED SIXTY-SIX THOUSAND FIVE HUNDRED TWENTY-THREE DOLLARS ($366,523) to be expended in the Water Fund for the CDPHE Grant program.

Section 5. There is hereby appropriated from new revenue or other funds in the Equipment Fund the sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500) to be expended in the Equipment Fund for the CDPHE Grant program.

Section 6. The unexpended and unencumbered appropriated amount of FIVE HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-ONE DOLLARS ($527,791) is authorized for transfer from the general budget in the Transportation Services Fund to the capital project account in the Transportation Services Fund and appropriated therein to be expended for the CDPHE Grant program.

Section 7. The unexpended and unencumbered appropriated amount of THREE HUNDRED FOURTEEN THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS ($314,123) is authorized for transfer from the general budget in the Light and Power Fund to the capital project account in the Light and Power Fund and appropriated therein to be expended for the CDPHE Grant program.

Section 8. The unexpended and unencumbered appropriated amount of FORTY THOUSAND DOLLARS ($40,000) is authorized for transfer from the Forestry general budget in the General Fund to the capital project account in the General Fund and appropriated therein to be expended for the CDPHE Grant program.

Section 9. The unexpended and unencumbered appropriated amount of FORTY THOUSAND DOLLARS ($40,000) is authorized for transfer from the Operations Services general budget in the General Fund to the capital project account in the General Fund and appropriated therein to be expended for the CDPHE Grant program.

Section 10. The unexpended and unencumbered appropriated amount of SEVEN THOUSAND DOLLARS ($7,000) is authorized for transfer from the Parks budget in the General Fund to the capital project account in the General Fund and appropriated therein to be expended for the CDPHE Grant program.

Section 11. The unexpended and unencumbered appropriated amount of ONE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS ($144,871) is authorized for transfer from the 2050 Tax Parks Rec Transit OCF Fund, Climate/OCF funding to the capital project account in the General Fund and appropriated therein to be expended as Parks budget matching funds for the CDPHE Grant program.

Section 12. The unexpended and unencumbered appropriated amount of SEVENTY-FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS ($74,250) is authorized for transfer from the 2050 Tax Parks Rec Transit OCF Fund, Climate/OCF funding to the capital project account in the General Fund and appropriated therein to be expended as Forestry budget matching funds for the CDPHE Grant program.

Section 13. The unexpended and unencumbered appropriated amount of SIXTY-ONE THOUSAND DOLLARS ($61,000) is authorized for transfer from the 2050 Tax Parks Rec Transit OCF Fund, Climate/OCF funding to the capital project account in the General Fund and appropriated therein to be expended as Operation Services budget matching funds for the CDPHE Grant program.

Section ~~10~~14. The appropriations herein for the CDPHE Grant program 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 grant or the City's expenditure of all funds received from such Grant.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Ted Hewitt

Exhibit: None

File Attachments for Item:

15. Second Reading of Ordinance No. 102, 2026, Waiving Basic Development Review and Associated Development Standards Under Land Use Code Section 4.3.4(F)(6) to Facilitate the Larimer County-Led Plugging and Abandonment of Orphaned Oil and Gas Wells in Northeast Fort Collins.

This Ordinance, unanimously adopted on First Reading on July 21, 2026, waives Basic Development Review requirements and associated development standards under Land Use Code (LUC) Section 4.3.4(F)(6) to facilitate the Larimer County-led plugging and abandonment of orphaned oil and gas wells within Fort Collins city limits.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Kirk Longstein, Senior Environmental Planner

SUBJECT

Second Reading of Ordinance No. 102, 2026, Waiving Basic Development Review and Associated Development Standards Under Land Use Code Section 4.3.4(F)(6) to Facilitate the Larimer County-Led Plugging and Abandonment of Orphaned Oil and Gas Wells in Northeast Fort Collins.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 21, 2026, waives Basic Development Review requirements and associated development standards under Land Use Code (LUC) Section 4.3.4(F)(6) to facilitate the Larimer County-led plugging and abandonment of orphaned oil and gas wells within Fort Collins city limits.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

Approval of this Ordinance would waive all requirements under LUC Section 4.3.4(F)(6) for the 10 orphaned oil and gas well locations within Fort Collins city limits included in the Larimer County grant from the Colorado Energy and Carbon Management Commission (ECMC). As documented in Section E below, each standard under LUC Section 4.3.4(F)(6) is addressed by existing obligations of the ECMC Orphan Well Program and the Larimer County grant agreement. Because no City review processes will be required for this work, no fees will be assessed and no fiscal impact to the City is anticipated.

A. 2012–2016: Community Pressure and a Legal Setback

Community concern about air quality and public health near aging wells in the Fort Collins Field—first discovered in 1924 and one of the oldest in the region—prompted Council to impose a six-month moratorium in December 2012. In November 2013, voters approved a five-year moratorium on hydraulic fracturing.

In 2016, the Colorado Supreme Court ruled unanimously that the moratorium was preempted by state law and therefore invalid. Staff maintained the City's Local Government Designee status with the state—which was used to object to Prospect Energy's proposed addition of new production wells—and continued building the regulatory case for stronger local authority.

B. 2019–2023: SB 19-181 and the Adopted Regulatory Framework

Senate Bill 19-181, signed by Governor Polis in April 2019, reoriented Colorado's regulatory mission from fostering oil and gas development to protecting public health and the environment, and established that local governments could enact more protective standards than the state baseline.

In April 2023, Council adopted LUC revisions restricting new oil facilities to industrial zones with a 2,000-foot setback from occupied buildings—reducing land available for new drilling within City limits to less than 1%. In September 2023, Council adopted LUC Section 5.10.3, establishing buffer standards between occupiable buildings and existing oil and gas facilities. These standards require a 2,000-foot buffer from active facilities, a 500-foot buffer from injection wells, and a 150-foot buffer from plugged and abandoned wells reclaimed to ECMC (previously named the Oil and Gas Conservation Commission) standards, and include a five-year annual soil gas and groundwater monitoring obligation for certain well types.

C. 2021–2024: Holding Prospect Energy Accountable

Beginning in December 2021, the only oil and gas well operator within the City, Prospect Energy, accumulated serious violations: illegal gas venting, unpermitted activities, and failed well-integrity tests. In August 2022, the state issued a cease-and-desist order at Prospect's Krause site north of Fort Collins. Residents in the Hearthfire neighborhood filed formal complaints about odors and air quality from the Meyer tank battery; the City and County joined and escalated those complaints to the State. In November 2023, a ruptured injection flowline released approximately 8,400 gallons of contaminants into local stormwater facilities and a local irrigation canal. Resident documentation and formal complaint filings contributed to the regulatory record supporting state and local enforcement actions.

In July 2024, the City and County announced a coordinated agreement with ECMC to direct Prospect's remaining funds toward well closure and cleanup rather than pursue fines.

In August 2024, ECMC revoked Prospect's right to operate in Colorado. The Colorado Department of Public Health and Environment (CDPHE) separately secured a $337,050 consent order for air quality violations; when Prospect failed to pay, the state Attorney General filed suit seeking the full amount plus up to $55,554 per day in ongoing penalties. Rather than file for bankruptcy, Prospect walked away from the field, surrendering the wells to the ECMC Orphan Well Program—an outcome that also relieved them of certain outstanding fine obligations. This left 50 orphaned wells across the Fort Collins Field, 10 of them within City limits. Plugging all 50 wells to current ECMC standards is intended to address the documented air quality, water quality, and site contamination concerns associated with Prospect's period of operation and the wells' subsequent orphaned status.

D. 2025–2026: Securing the Grant and a Path to Closure

Rather than wait for ECMC's normal prioritization queue—which currently tracks 1,881 orphan wells statewide—Larimer County stepped forward as fiscal agent for a state reimbursement grant covering all 50 wells. On April 6, 2026, the County announced that ECMC's Orphan Well Program will provide $5.2 million to plug and clean up all 50 former Prospect Energy wells by July 2028, significantly accelerating the timeline to address health and safety risks at these sites. The Board of County Commissioners approved the grant agreement on April 7, 2026.

Ten of the former Prospect Energy wells are within Fort Collins city limits and located in the Hearthfire, Richard's Lake, and Country Club Reserve neighborhoods. Work will proceed in three phases: Phase I plugs the wells and removes surface equipment; Phase II addresses remediation; and Phase III completes full site reclamation within six months of plugging, per ECMC's standards. Only the first phase (plugging wells and removing surface equipment) will be completed under the ECMC grant award. The funding mechanism for Phases II and III has not yet been determined; in the interim, the ECMC Orphan Well Program will continue to manage post-plugging soil and groundwater compliance for all 10 City-limits wells under ECMC Form 27.

The grant was awarded to Larimer County as fiscal agent to simplify administration; an intergovernmental agreement between the City and County was not required under this structure. The City has been and will continue to be an active participant throughout the plugging, remediation, and reclamation process. When upfront funding requirements made a proportional City financial contribution impractical, City staff worked with County partners to identify an alternative path. The City committed $17,000 in Air Quality enhancement funds to help structure and advance the grant. Larimer County took on administration of the grant application, RFP, contractor selection, and reimbursement management. This structure—in which a county serves as fiscal agent for ECMC reimbursement grant funds covering wells across multiple jurisdictions—differs from the typical ECMC orphan well prioritization process, under which individual wells are added to a statewide queue currently tracking 1,881 wells and addressed over time.

E. Proposed Waiver: LUC Section 4.3.4(F)(6) Requirements and How the ECMC Grant Process Addresses Each

LUC Section 4.3.4(F)(6) establishes development standards for construction adjacent to oil and gas facilities. Staff recommends waiving all requirements under this section for the 10 City-limits well locations included in the ECMC grant. The table below identifies each standard and describes how the ECMC Orphan Well Program and Larimer County grant agreement address the underlying intent of that requirement.

LUC Requirement	ECMC / County Grant Process
4.3.4(F)(6)(a)(I) – Pre-construction site characterization	ECMC requires a baseline soil and groundwater assessment before any plugging work begins at each site.
4.3.4(F)(6)(a)(II) – Plugging to current standards under oversight	All wells are plugged to ECMC standards. Plugging operations are conducted under direct ECMC oversight by licensed contractors selected through Larimer County's competitive RFP process.
4.3.4(F)(6)(a)(III) – Post-plugging soil and groundwater verification	Post-plugging soil and groundwater verification by licensed professionals is required before the grant file closes. Soil remediation and monitoring are managed through ECMC Form 27, which remains open until soils meet ECMC standards — providing open-ended, state-supervised oversight rather than a fixed monitoring window.
4.3.4(F)(6)(a)(IV) – Site reclamation	Full site reclamation must be completed within six months of plugging, per ECMC Rule standards. Reclamation is

	documented and certified by the state before the grant file closes.
4.3.4(F)(6)(c)(II) – Recording with County Clerk and Recorder	ECMC requires each plugged well location and any pipeline abandoned in place to be recorded with the Larimer County Clerk and Recorder following plugging operations.
4.3.4(F)(6)(c)(III) – Permanent monumenting	ECMC requires installation of a permanent brass plaque at each plugged well location.
4.3.4(F)(6)(a)(III)(vi) – Notification to adjacent property owners	Larimer County and Fort Collins Planning staff hosted an Open House within the Hearthfire neighborhood on June 16 and invited neighbors within a 2,000 feet radius. The event includes presentations from ECMC Orphan Well program staff and Larimer County Department of Public Health and Environmental.
4.3.4(F)(6)(a)(III)(vi) – Five-year annual soil gas and groundwater monitoring	This standard was designed for developer-initiated construction adjacent to wells of unknown condition and uncertain plugging history, where a time-limited monitoring window serves as the primary post-construction safeguard. The ECMC process addresses the underlying concern directly: baseline conditions are documented before plugging, plugging is performed to current state standards under regulatory oversight, and ECMC Form 27 remains open — with no fixed end date — until soils meet ECMC standards. A parallel City monitoring obligation would consume finite grant funds designated for plugging and remediation.

CITY FINANCIAL IMPACTS

Since all processes under LUC Section 4.3.4(F)(6) are waived, no City staff review time will be expended on Basic Development Review, MS4 inspection, or Engineering Right-of Way permitting for the 10 City-limits well locations. City fees are structured as cost recovery for staff time, not as a revenue mechanism; accordingly, there is no fiscal impact to the City from this waiver. The City's only direct expenditure associated with this effort is the $17,000 contribution to the Matt Sura, LLC consulting contract, paid in advance from 2025 Air Quality enhancement funds in coordination with Larimer County.)

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Air Quality Advisory Board supported the waiver concept but stressed language must clarify this waives the City's development review process, not Land Use Code environmental standards. Members asked about air quality impacts during plugging, ozone-season timing, and measurable air quality benefits post-plugging. A subcommittee (Welsh, Gebhart) drafted a Council support memo; a special meeting was called for July 13, 2026, to finalize it before first reading.

PUBLIC OUTREACH

Stakeholder input was gathered at Environmental Groups and Larimer Alliance meetings in June 2023 during development of LUC Section 5.10.3. Participants raised concerns about the adequacy of setback distances, the duration of post-construction monitoring, financial assurances for contamination discovered after the monitoring period, and the appropriate treatment of different well types. Both groups expressed

interest in stronger protections for residents near wells of uncertain plugging history. Those concerns informed the structure of LUC Section 5.10.3 (reverse setbacks from development), adopted in September 2023 to govern development applications proposed adjacent to existing oil and gas wells, including wells with no assurance of standardized plugging or state oversight.

City staff, in coordination with Larimer County staff, presented this item to the Air Quality Advisory Board on June 15, 2026, and to the Hearthfire neighborhood at a community meeting on June 16, 2026. Discussion at both meetings centered on clarifying the distinction between the City's development review process, which is waived under this ordinance, and the substantive standards intended to protect public health and the environment, which remain in effect through ECMC's regulatory oversight of the plugging and abandonment process.

ATTACHMENTS / LINKS

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 102, 2026

ORDINANCE NO. 102, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
WAIVING BASIC DEVELOPMENT REVIEW AND ASSOCIATED DEVELOPMENT STANDARDS UNDER LAND USE CODE SECTION 4.3.4(F)(6) TO FACILITATE THE LARIMER COUNTY-LED PLUGGING AND ABANDONMENT OF ORPHANED OIL AND GAS WELLS IN NORTHEAST FORT COLLINS

A. Ten oil and gas well locations formerly operated by Prospect Energy and used to extract oil and gas from the Fort Collins Field exist within the northeast portion of the city. Prospect Energy is no longer authorized to conduct oil and gas operations within Colorado and has left its oil and gas well locations, including the ten locations within the City and forty locations in unincorporated Larimer County (the "County"), shut in but unplugged. Prospect Energy is unwilling and unable to properly plug and abandon its oil and gas well locations and the Colorado Energy and Carbon Management Commission ("ECMC") considers these locations to be orphaned oil and gas wells.

B. The ECMC Orphan Well Program was established to address the statewide issue of orphaned oil and gas wells.

C. The County in collaboration with the City has obtained a $5,200,000 grant ("Grant") to plug and remove the surface equipment at the 50 well sites formerly operated by Prospect Energy by July 2028, including the wells located within the City.

D. The City and County will continue to collaborate on the plugging and removal of surface equipment at the ten well sites within the City in connection with the grant funding.

E. Land Use Code ("LUC") Section 4.3.4(F)(6) adopted by Ordinance 151, 2022, sets forth requirements for the plugging and abandonment of oil and gas wells and pipelines and the decommissioning of oil and gas facilities. LUC Section 4.3.4(F)(6) created a process for the operator of an oil and gas well to undergo to ensure that an oil gas well is properly plugged and abandoned.

F. City Council is willing to waive the requirements of LUC Section 4.3.4(F)(6) regarding the plugging of the ten wells within the City for the following reasons:

1. The proposed plugging of the ten wells in the City pursuant to the Grant will occur under ECMC oversight and rules which address the underlying purpose of each requirement in LUC Section 4.3.4(F)(6) through a state supervised regulatory process rather than the City's development review process.
2. The Grant funding presents an opportunity to obtain funding to address the ten wells in the City and the forty wells in the County at the same time and in the immediate future when considered in light of the large number of orphan wells statewide eligible for such funding.

G. City Council finds that the waiver of LUC Section 4.3.4(F)(6) to the plugging of the ten wells within the city pursuant to the Grant to be in the best interests of the health, safety, and welfare of the residents of Fort Collins.

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 City Council waives the application of LUC Section 4.3.4(F)(6) to the proposed plugging of the ten wells in the City pursuant to the Grant.

Introduced, considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Brad Yatabe

Exhibit: None

File Attachments for Item:

16. First Reading of Ordinance No. 103, 2026, Appropriating Remaining Reserves Generated From the 2016-2025 Community Capital Improvement Program Sales Tax for the Affordable Housing Capital Program.

The purpose of this item is to appropriate the remaining reserve funds from the 2016-2025 Community Capital Improvement Program (“CCIP”) quarter cent capital sales tax, as directed by Council by Resolution 2025-104, which directs excess revenues to the Affordable Housing Capital Fund Program.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Vanessa Fenley, Senior Housing Manager
Caleb Weitz, Chief Financial Officer

SUBJECT

First Reading of Ordinance No. 103, 2026, Appropriating Remaining Reserves Generated From the 2016-2025 Community Capital Improvement Program Sales Tax for the Affordable Housing Capital Program.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate the remaining reserve funds from the 2016-2025 Community Capital Improvement Program ("CCIP") quarter cent capital sales tax, as directed by Council by Resolution 2025-104, which directs excess revenues to the Affordable Housing Capital Fund Program.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

On April 7, 2015, voters approved the CCIP quarter cent capital sales tax, with revenue for the identified projects to be generated by a ten-year ¼-cent sales tax, which included an estimated $4,000,000 of funding for the Affordable Housing Capital Fund ("AHCF"), supporting public or private housing projects designated for low-income individuals and families.

During the Southeast Community Center ("SECC") funding plan development in 2025, Council approved $9,500,000 of CCIP reserves to go towards the SECC, leaving anticipated reserves in the amount of $5,000,000 at the expiration of the sales tax period. Council later approved Resolution 2025-104 directing excess revenues to the Affordable Housing Capital Fund Project.

The CCIP tax sales collected from January 1, 2016, until December 31, 2025, has generated $98,900,000 over the 10-year period. To date, of the CCIP Projects approved by voters, $93,200,000 of CCIP revenues have been used to deliver these Projects or have been appropriated towards design or planning of the Projects. Therefore, $5,700,000 of CCIP revenues are available to appropriate towards the Affordable Housing Capital Fund.

Based on discussion and Councilmember feedback during the March 10, 2026, Work Session, staff will prioritize AHCF funds for affordable housing project gap subsidy. Staff will monitor fund expenditures and anticipated funding gaps of projects in the affordable housing pipeline and may recommend to Council that a portion of funds be used for other activities that will support and advance affordable housing development

and preservation, such as investing in site improvements to land bank parcels to make development on those sites more predictable and affordable.

CITY FINANCIAL IMPACTS

The appropriation of $5,717,333 will appropriate all remaining reserves generated from the 2016-2025 CCIP ¼ cent sales tax for the Affordable Housing Capital Program within the Community Capital Improvement Program Fund.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

CCIP revenues and purposes presented in the context of the SECC Project at the following public meetings:

- Council Work Session on February 25, 2025;
- Council Finance Committee on October 2, 2025;
- Council Work Session on October 14, 2025; and
- Regular Council Meeting on November 3, 2025.

ATTACHMENTS / LINKS

1. Resolution 2025-104 (copy)
2. Ordinance No. 103, 2026

RESOLUTION 2025-104
OF THE COUNCIL OF THE CITY OF FORT COLLINS
DIRECTING STAFF TO TAKE SUCH EFFORTS AND ACTIONS WHICH MAY BE REQUIRED TO ENHANCE FUNDING FROM ESTIMATED REVENUES FROM THE 2015 COMMUNITY CAPITAL IMPROVEMENT PROGRAM FOR AFFORDABLE HOUSING

A. On April 7, 2015, City voters approved Ballot Issue No. 1 and Ordinance No. 013, 2015, extending an existing twenty-five hundredths percent (0.25%) sales and use tax for the purpose of raising revenue for the Community Capital Improvement Program ("CCIP") to fund a list of projects ("CCIP Projects") and estimated costs, including an $4.0 million for one or more public or private housing projects designated for low income individuals and families ("Affordable Housing Project").

B. Section 2(a) of Ordinance No. 013, 2015 states that Council will determine the design, property acquisition, and construction of the CCIP Projects, and that Council may enhance the scope or design of any of the CCIP Projects, or increase the cost thereof, so long as Council has determined that taking such action will not substantially impair the City's ability to fully fund the other CCIP Projects or the limited operation and maintenance costs identified in the 2015 CCIP Tax.

C. The CCIP Tax, collected from January 1, 2016, until December 31, 2025, is forecasted to collect approximately $98.5 million over the ten-year period. To date, of the CCIP Projects approved by voters, $93.5 million of CCIP revenues have been used to deliver these Projects or towards design or planning of the Projects, including an additional appropriation of $9.5 million, by Council's adoption of Ordinance No. 187, 2025 for another CCIP Project, the Southeast Community Center.

D. In addition to the $4.0 million already identified in the CCIP for the Affordable Housing Project, an estimated amount of at least $5.0 million of CCIP revenues, either in reserves or forecasted to be collected for the remaining periods of 2025, will be available for CCIP Projects, or if all CCIP Projects are completed, may be available for other purposes.

E. Preparations and actions by the City will be necessary to identify public or private housing projects, to negotiate and execute any agreements therewith, and to appropriate funds in order to enhance the Affordable Housing Project by increasing funding from CCIP tax revenues.

F. The Council determines, pursuant to Ordinance No. 013, 2015, that enhancing the Affordable Housing Project will not substantially impair the City's ability to fully fund other CCIP Projects. By this Resolution 2025-104, Council directs City staff to begin the necessary preparations and work to develop and present to Council for approval of actions needed to proceed with the enhancement of the Affordable Housing Project. Further, Council wishes to memorialize that the forecasted, remaining amount of revenue

that will be available for the enhanced funding for the Affordable Housing Project, estimated as $5.0 million, in addition to the originally identified $4.0 million, be designated for the Project to address the important public purposes served by the Affordable Housing Project.

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 the City Council hereby directs City staff to move forward with the work necessary to prepare and ultimately present to Council for approval the actions needed to enhance the original $4.0 million funding for the Affordable Housing Fund Project in the voter-approved Community Capital Improvement Program (CCIP), based forecasted, remaining CCIP sales and use tax revenues that will be available and are estimated to be at least $5.0 million.

Passed and adopted on November 18, 2025.

Mayor

ATTEST:

Sr. Deputy City Clerk

Effective Date: November 18, 2025
Approving Attorney: Dianne Criswell

Exhibit: None

COPY

ORDINANCE NO. 103, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING REMAINING RESERVES GENERATED FROM THE 2016-2025 COMMUNITY CAPITAL IMPROVEMENT PROGRAM SALES TAX FOR THE AFFORDABLE HOUSING CAPITAL PROGRAM

A. On April 7, 2015, City voters approved Ballot Issue No. 1 and Ordinance No. 013, 2015, extending an existing twenty-five hundredths percent (0.25%) sales and use tax for the purpose of raising revenue for the Community Capital Improvement Program ("CCIP") to fund a list of projects ("CCIP Projects") and estimated costs, including $4.0 million for affordable housing development and rehabilitation projects ("Affordable Housing Projects").

B. Section 2(a) of Ordinance No. 013, 2015, states that Council will determine the design, property acquisition, and construction of the CCIP Projects, and that Council may enhance the scope or design of any of the CCIP Projects, or increase the cost thereof, so long as Council has determined that taking such action will not substantially impair the City's ability to fully fund the other CCIP Projects or the limited operation and maintenance costs identified in the 2015 CCIP Tax.

C. The CCIP Tax, collected from January 1, 2016, until December 31, 2025, generated approximately $98,900,000 over the ten-year period. To date, of the CCIP Projects approved by voters, approximately $93,200,000 of CCIP revenues have been used to deliver the CCIP Projects or towards design or planning of the Projects. City staff do not anticipate needing any additional CCIP revenues to fully fund the CCIP Projects or the limited operation and maintenance costs identified in the 2015 CCIP Tax. Therefore, approximately $5,700,000 of CCIP revenues are available to appropriate towards CCIP Projects.

D. City Council, through Resolution 2025-104, directed City staff to begin the necessary preparations and work to develop and present to Council any actions needed to proceed with directing excess CCIP revenues to the Affordable Housing Capital Program.

E. The City’s Financial Officer has evaluated and determined that this appropriation would not impair the City’s ability to fully fund other CCIP Projects or the limited operation and maintenance costs identified in the 2015 CCIP Tax.

F. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of financially supporting affordable housing development and rehabilitation projects for the community.

G. 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.

H. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the Community Capital Improvement Program Fund and that this appropriation will not cause the total amount appropriated in the Community Capital Improvement Program 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.

I. Article V, Section 11 of the City Charter authorizes 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.

J. City Council wishes to designate the appropriation herein for the Affordable Housing Capital Program in the Community Capital Improvement Program Fund 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. Consistent with Resolution 2025-104, City Council determines that appropriating $5,717,333 in excess CCIP revenues to the Affordable Housing Capital Program will not substantially impair the City's ability to fully fund the other CCIP Projects or the limited operation and maintenance costs identified in the 2015 CCIP Tax.

Section 2. There is hereby appropriated from prior year reserves in the Community Capital Improvement Program Fund the sum of FIVE MILLION SEVEN HUNDRED SEVENTEEN THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS ($5,717,333) to be expended in the Community Capital Improvement Program Fund for the Affordable Housing Capital Program.

Section 3. The appropriation herein for the Affordable Housing Capital Program 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.

Section 4. City Council has determined that taking such action will not substantially impair the City’s ability to fully fund other CCIP Projects or the limited operation and maintenance costs identified in the 2015 CCIP Tax.

Introduced, considered favorably on first reading on August 18, 2026, and approved on second reading for final passage on September 1, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 11, 2026
Approving Attorney: Ted Hewitt

Exhibit: None

File Attachments for Item:

17. First Reading of Ordinance No. 104, 2026, Authorizing Transfer of Previously Appropriated American Rescue Plan Act Funds for Purchase of a Property to Expand the Land Bank Program.

The purpose of this item is to transfer previously appropriated Federal American Rescue Plan Act Funding (“ARPA”) funds for the expansion of the Land Bank Program to purchase a comparable parcel of land at a different location than originally planned and pay some pre-development costs.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Sue Beck-Ferkiss, Social Policy and Housing Programs Manager
Joanne Cech, Fiscal Recovery Manager

SUBJECT

First Reading of Ordinance No. 104, 2026, Authorizing Transfer of Previously Appropriated American Rescue Plan Act Funds for Purchase of a Property to Expand the Land Bank Program.

EXECUTIVE SUMMARY

The purpose of this item is to transfer previously appropriated Federal American Rescue Plan Act Funding ("ARPA") funds for the expansion of the Land Bank Program to purchase a comparable parcel of land at a different location than originally planned and pay some pre-development costs.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Fort Collins Affordable Housing Land Bank Program is the City's only long-term affordable housing incentive. Land is purchased for the purpose of preserving locations throughout the City for future development of affordable housing. Not only does this ensure good distribution of affordable housing now and in the future, but it locks in today's price for tomorrow's development, which often allows the land's appreciation to be used as subsidy in the ultimate development.

The City received $28,100,000 from the U.S. Department of Treasury under ARPA's State and Local Fiscal Recovery Fund. ARPA funds had to be obligated by the end of 2024 and must be spent by the end of 2026. A 2024 Memorandum of Understanding between the City Manager and the Director of the Social Sustainability Department, now named Housing and Community Vitality, agreed that $1,000,000 of ARPA funds would be made available for the expansion of the Affordable Housing Land Bank Program.

Offer 31.20 from the 2023-2024 Budget set aside $1,000,000 of ARPA funding for the expansion of the Land Bank Program. It referred to exercising a specific option to purchase five acres in northeast Fort Collins in a planned development. However, due to factors beyond the City's control, this option cannot be exercised at this time. This transfer of previously appropriated funds will allow staff to purchase an alternative site that meets the Land Bank Program's criterion that the property must be located in the City. Staff has located an appropriate alternative site in northwest Fort Collins and is seeking authorization to use the ARPA funds to purchase this comparable property and to pay for due diligence and some pre-development costs.

CITY FINANCIAL IMPACTS

The prior appropriation was for the same amount, $1,000,000, and, if the transfer is authorized, will be used to acquire property that the City's Affordable Housing Land Bank Program will own. Because federal ARPA funds will be used for this purchase, the City must follow ARPA compliance requirements which are already in place. The ARPA Recovery Administration team is involved in this purchase to ensure compliance.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Affordable Housing Board was informed about this transaction.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. 2024 Memorandum of Understanding
2. Ordinance No. 104, 2026

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Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between the City Manager of Fort Collins and the City of Fort Collins' Social Sustainability Department hereinafter referred to as "Parties" when referenced together. The Parties agree as follows:

Whereas, the City of Fort Collins received $28.1 million from the U.S. Department of the Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery Fund (ARPA-SLFRF); and

Whereas, ARPA-SLFRF requires funding to be obligated by December 31, 2024, otherwise it must be returned to the U.S. Department of the Treasury; and

Whereas, the U.S. Department of the Treasury considers funds obligated through an interagency agreement, if the agreement: imposes conditions on the use of funds by the part of government receiving funds to carry out the program; sets forth specific requirements, such as a scope of work and project deliverables; is signed by the parties; and it does not disclaim any binding effect or state that it does not create rights or obligations; and

Whereas, in its 2023-2024 budget, the City Council appropriated $1 million of ARPA-SLFRF funds for use by the City's Affordable Housing Land Bank Program within the Social Sustainability Department to acquire five acres of developable real estate in Fort Collins.

It is therefore agreed between the Parties:

The Department shall use the $1 million appropriation for Affordable Housing Land Bank Expansion from the 2023-2024 City budget to exercise the option attached hereto as Exhibit A to acquire five acres of developable real estate in northeast Fort Collins. The Department shall exercise the option and acquire the property by December 5, 2026.

CITY MANAGER OF THE CITY OF FORT COLLINS

DocuSigned by:
Kelly DiMartino
10B8DC3871D80400...
Kelly DiMartino

9/12/2024
Date

DIRECTOR OF SOCIAL SUSTAINABILTY DEPT

Signed by:
Beth Yonce
46C0B10B45A34FA...
Beth Yonce

9/10/2024
Date

Approved as to Form

DocuSigned by:
Ted Hewitt
407D9B929DB2405...
Asst City Attorney

9/10/2024
Date

RECEPTION #20240036762, 9/3/2024 2:46:41 PM, 1 of 4, $28.00 Electronically Recorded
Docusign Envelope ID: CB10EFFC-D16C-48DD-901A-4D7D8F3DBFBE
Tina Harris, Clerk & Recorder, Larimer County, CO

WHEN RECORDED RETURN TO:
Real Estate Services Department
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80522-0580

FOURTH AMENDMENT TO OPTION TO PURCHASE REAL PROPERTY

This Fourth Amendment to Option to Purchase Real Property ("**Amendment**") is made and entered into by and between **Montava Partners, LLC, a Colorado limited liability company** ("**Seller**"), and **the City of Fort Collins, Colorado, a Municipal Corporation,** ("**Purchaser**") and shall be effective as of the date both parties execute this Amendment.

RECITALS:

1. Seller and Purchaser are parties to that Option to Purchase Real Property dated September 4, 2018 ("**Effective Date**") and recorded in the real property records of the Larimer County Clerk and Recorder on September 14, 2018, at Reception No. 20180057012, as amended by a First Amendment to Option to Purchase Real Property dated October 10, 2020 and recorded in the real property records of the Larimer County Clerk and Recorder on December 23, 2020, at Reception Number 20200109457, by a Second Amendment to Option to Purchase Real Property dated *nunc pro tunc* December 31, 2022 and recorded in the real property records of the Larimer County Clerk and Recorder on March 23, 2023, at Reception Number 20230010495, and by a Third Amendment to Option to Purchase Real Property dated November 21, 2023 and recorded in the real property records of the Larimer County Clerk and Recorder on November 30, 2023, at Reception Number 20230051437("**Option**").

2. The Option grants Purchaser an option to purchase the Property, as defined in the Option, during the Option Term, through December 31, 2024.

3. The parties wish to amend the Option to extend the Option Term by an additional year.

NOW THEREFORE, for TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the parties agree that the Option is hereby amended as described herein.

1. Paragraph 3.B. of the Option is amended to read as follows:

B. The term of the Option shall be from the Effective Date until December 31, 2025 ("**Option Term**").

2. Paragraph 3.D. of the Option is amended to read as follows:

D. Purchaser's right to exercise the Option is contingent on Seller or another entity managed or controlled by Seller acquiring the Development Parcel, including the Property (and/or the substitution property contemplated in Paragraph 2). If this contingency is not met by September 30, 2025, Purchaser may elect to either (i) exercise a one-time right to extend the date of such contingency for a period of up to six (6) months by delivering notice of such extension to Seller not later than October 10, 2025, in which case the Option Term shall be extended to the date that is three (3) months after the extended contingency date; or (ii) elect to terminate this Agreement by sending notice of such termination to Seller not later than October 10, 2025, and upon such election to terminate, this Agreement shall terminate, both parties shall be released from their obligations hereunder, and Seller will return or cause to be returned the earnest money deposit previously paid by Purchaser within thirty (30) days.

3. The Option remains in full force and effect, except as modified by this Amendment.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date and year first stated above.

SELLER:

Montava Partners, LLC
a Colorado limited liability company

By: Cameron Investments L.C.,
an Idaho limited liability company, its
Manager

By: _____
Richard Clark, Manager
Date: August 6, 2024

STATE OF IDAHO)
) ss
COUNTY OF ADA)

The foregoing instrument was acknowledged before me this 6th day of August, 2024, by Richard Clark, as Manager of Cameron Investments L.C., an Idaho limited liability company, the Manager of Montava Partners, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: May 7, 2027

_____
Notary Public

TINA M ADORNETTO NOTARY PUBLIC Comm. No. 54461 STATE OF IDAHO

PURCHASER:

THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation

Date: 8-30-24

By: Kelly DiMartino
Kelly DiMartino, City Manager

ATTEST:

Delynn Coldiron
City Clerk

Delynn Coldiron
(print name)

CITY OF FORT COLLINS SEAL COLORADO

APPROVED AS TO FORM:

Assistant City Attorney

TED HEWITT
(print name) Asst. City Atty

ORDINANCE NO. 104, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING TRANSFER OF PREVIOUSLY APPROPRIATED AMERICAN RESCUE PLAN ACT FUNDS FOR PURCHASE OF A PROPERTY TO EXPAND THE LAND BANK PROGRAM

A. The City's Affordable Housing Land Bank Program supports affordable housing by purchasing land for the purpose of preserving locations throughout the City for future development of affordable housing.

B. In 2021 and 2022, the City received $28.1 million from the American Rescue Plan Act's ("ARPA") State and Local Fiscal Recovery Fund. The City's 2023-2024 Budget appropriated $1,000,000 of the City's ARPA funding for the expansion of the Land Bank Program. The appropriation authorized the City to use these funds to exercise an Option held by the City to purchase five acres in northeast Fort Collins in a planned development. However, due to factors beyond the City's control, the City has not been able to exercise this Option.

C. The U.S. Department of Treasury's rules on ARPA require all ARPA funds to have been obligated by the end of 2024. The rules also allow ARPA recipients to re-obligate ARPA funds that were already obligated by the end of 2024, so long as the re-obligation is necessary due to changed circumstances and so long as the re-obligation is for the same purpose and within the same scope as the original obligation. The City must spend its ARPA funds by the end of 2026.

D. City staff has located a comparable property in northwest Fort Collins for acquisition. This Ordinance authorizes the transfer of previously appropriated City ARPA funds in the amount of $1,000,000 to allow the City to re-obligate these funds for the purchase of this comparable property for the City's Affordable Housing Land Bank Program and to pay for due diligence and some pre-development costs.

E. This transfer benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of supporting the acquisition of property for an affordable housing project.

F. Article V, Section 10 of the City Charter authorizes 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.

G. The City Manager has recommended the transfer of $1,000,000 from the General Fund ARPA Land Bank Program project to purchase land in northeast Fort Collins to the General Fund ARPA Land Bank Program project to purchase land in northwest Fort Collins and determined that the purpose for which the transferred funds are to be expended remains unchanged, but the location changed.

H. 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.

I. City Council wishes to designate the transfer herein for ARPA funding for expansion of the Land Brank Program to purchase property in northwest Fort Collins 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. The unexpended and unencumbered appropriated amount of ONE MILLION DOLLARS ($1,000,000) is authorized for transfer from the ARPA Land Bank Program northeast land purchase project in the General Fund to the ARPA Land Bank Program northwest land purchase project in the General Fund and appropriated therein to be expended to expand the Land Bank program and for related due diligence and pre-development costs.

Section 2. The appropriation herein of ARPA funding to expand the Land Bank Program 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 August 18, 2026, and approved on second reading for final passage on September 1, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 11, 2026
Approving Attorney: Ted Hewitt

Exhibit: None

File Attachments for Item:

18. First Reading of Ordinance No. 105, 2026, Making Supplemental Appropriations and Authorizing Transfers of Appropriations for the Vine and Timberline Rail Grade Separation Project and Related Art in Public Places.

The purpose of this item is to request a supplemental appropriation for the Vine and Timberline Rail Grade Separation project (the “Project”). The funding will be used to acquire an all-purpose easement on the southeast corner of the Timberline Road and Vine Drive intersection. The Project will elevate Timberline Road over Vine Drive and the adjacent BNSF Railway (“BNSF”) rail yard, eliminating the existing at-grade crossing. The easement acquisition is needed to provide space for the overpass embankment. If approved, the item will: 1) appropriate $113,098 in Transportation Capital Expansion Fee funds to the Project; 2) appropriate $22 in Transportation Services Reserve funds to the Project; and 3) transfer $1,120 (1% of new Project funding) in Capital Projects funds to the Art in Public Places program.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Gunnar Hale, Project Manager
Dana Hornkohl, Capital Projects Manager

SUBJECT

First Reading of Ordinance No. 105, 2026, Making Supplemental Appropriations and Authorizing Transfers of Appropriations for the Vine and Timberline Rail Grade Separation Project and Related Art in Public Places.

EXECUTIVE SUMMARY

The purpose of this item is to request a supplemental appropriation for the Vine and Timberline Rail Grade Separation project (the "Project"). The funding will be used to acquire an all-purpose easement on the southeast corner of the Timberline Road and Vine Drive intersection. The Project will elevate Timberline Road over Vine Drive and the adjacent BNSF Railway ("BNSF") rail yard, eliminating the existing at-grade crossing. The easement acquisition is needed to provide space for the overpass embankment. If approved, the item will: 1) appropriate $113,098 in Transportation Capital Expansion Fee funds to the Project; 2) appropriate $22 in Transportation Services Reserve funds to the Project; and 3) transfer $1,120 (1% of new Project funding) in Capital Projects funds to the Art in Public Places program.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The existing intersection of Timberline Road and Vine Drive experiences congestion with safety and delay concerns due to the existing four-way stop control along with an at-grade rail crossing near the intersection. The Vine and Timberline Intersection Improvements project will improve the intersection with a traffic signal interconnected to a new rail crossing signal. That project is fully funded, and construction is currently underway. Construction on that intersection improvement project has been delayed by utility relocations being performed by the Poudre Valley Rural Electric Association and will be completed later this summer.

As northeast Fort Collins continues to develop, increasing traffic volumes at the intersection will result in the need for an overpass like the one constructed at Vine and Lemay completed in 2022. This grade separation over the railroad has been part of the City's Master Street Plan for several years. The Transportation Capital Projects Prioritization Study ("TCPPS") includes the Project as one of the top 15 projects in the study and includes development of a conceptual design (Attachment 4). TCPPS was discussed at a Council Work Session (August 22, 2023) and later adopted by Council on September 19, 2023 (Resolution 2023-086).

The East Ridge Second Filing and Waterfield Fourth Filing developments provided development contributions towards the Project that were previously appropriated by Council via Ordinance No. 122, 2023, and Ordinance No. 115, 2024. The City worked with a consultant to develop a Railroad Crossing Elimination program grant application that was submitted in 2024. The application requested funding to complete Project planning. The application was successful, and the City entered an intergovernmental agreement with the Federal Railroad Administration ("FRA") in 2025, which was authorized by Resolution 2025-064, with funds appropriated via Ordinance No. 105, 2025. The planning effort is underway and is scheduled to be completed in August 2027.

The East Ridge Fifth Filing (Mosaic Development), in the southeast quadrant of the Vine Drive and Timberline Road intersection, was required to set aside the area envisioned for the Project. The homeowner's association is now in possession of the common areas of the development and expressed the desire to transfer the property rights to the City for the Project. In discussions between the City's Real Estate Services group and representatives of the homeowner's association, it was determined that securing an all-purpose easement for the Project would be more direct and less costly than securing the property as right-of-way. The FRA confirmed that an easement would suffice under its regulations for the purpose of the Project. The supplemental appropriation, in conjunction with funds already appropriated to the Project, will allow the easement acquisition to move forward, securing property rights for a crucial portion of the Project.

CITY FINANCIAL IMPACTS

This item appropriates $112,000 to support an easement acquisition for the Vine and Timberline Rail Grade Separation project.

The following is a summary of the current and proposed funding appropriations for the Project.

Previously Appropriated and/or Transferred Funds		
Development Contribution (DC) to Construction	$	331,827
Federal Railroad Administration (FRA) Railroad Crossing Elimination (RCE) Funds	$	765,616
Art in Public Places (APP) Program	$	(3,318)
Total Prior Appropriation	**$**	**1,094,125**

Funds to be Appropriated and/or Transferred with this Action		
Transportation Capital Expansion Fee (TCEF)	$	113,098
Transportation Services Reserve Fund (TSRF)	$	22
Net Total Funds to be Appropriated per this Action	**$**	**113,120**

Proposed Transfer to Art in Public Places (APP) Program	**$**	**1,120**

Total Proposed Project Funds	**$**	**1,206,125**

The total fund amount projected for this Project is $1,206,125 composed of funds appropriated with prior actions and with this action.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

Council adopted TCPPS (project is identified in the Transportation Capital Projects Prioritization Study) on September 19, 2023. The study was also brought to the Transportation Board on August 16, 2023, and the Bike Advisory Committee on August 28, 2023, and both bodies support the results of the study. The Project has been before Council on three previous occasions resulting in appropriations to the Project: Ordinance

No. 122, 2023 (budget cleanup appropriating a development contribution), Ordinance No. 115, 2024 (development contribution), and Resolution 2025-064 and Ordinance No. 105, 2025 (RCE grant and match appropriation).

PUBLIC OUTREACH

A public engagement plan was established as part of the development of the TCPPS work plan. This effort included a bilingual webpage on ourcity.fcgov.com, social media platforms, press releases, newsletters published by the City and various organizations, email distribution in coordination with Larimer County Department of Health and Environment, and an in-person open house table for the West Elizabeth Corridor Design Project in July 2021.

A virtual open house for TCPPS was held from October 14-31, 2021, to provide a progress update, display analysis findings, garner feedback, and encourage viewers to take a public survey if they had not already done so. The public survey itself was accessed by 472 visitors, contributed to by 166 unique people, and received 1,020 pins/comments.

An individual public outreach plan has been developed by the Project team for the planning effort in conjunction with the Communications and Public Involvement Office. A public engagement event is being scheduled for November 2026.

ATTACHMENTS / LINKS

1. Ordinance No. 122, 2023 (copy)
2. Ordinance No. 115, 2024 (copy)
3. Ordinance No. 105, 2025 (copy)
4. Vine and Timberline Rail Grade Separation – Conceptual Design
5. Ordinance No. 105, 2026

ORDINANCE NO. 122, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS IN VARIOUS CITY FUNDS

WHEREAS, the City has received additional revenue and other funds this fiscal year that were not anticipated; and

WHEREAS, the City Council finds and determines that the adoption of this Ordinance is necessary for the public's health, safety, and welfare, and therefore, wishes to authorize the expenditures described in this Ordinance and that such expenditures will serve the public purposes for which they are designated; and WHEREAS, the City has also received revenue and other funds that has been anticipated but which was not appropriated in the 2023 annual appropriation or previous supplemental appropriations; and

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

WHEREAS, the City Manager is recommending the appropriations described herein and determined that these appropriations are available and previously unappropriated from the funds named within Section 2 of this Ordinance and will not cause the total amount appropriated in each fund named within Section 2 of this Ordinance to exceed the current estimate of actual and anticipated revenues and all other funds to be received in each such fund during this fiscal year; and

WHEREAS, Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for a capital project or 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 completion of the capital project or 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; and

WHEREAS, the City Council wishes to designate the appropriations described herein within Section 2 of this Ordinance as non-lapsing for the capital projects and the federal, state or private grants as appropriations that shall not lapse until completion of the capital project and the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from the following funds the amounts of additional revenue and other funds existing appropriations as described below, to be expended for the public purposes stated below.

GENERAL FUND

FROM:	Additional Revenue (2023/2024 BATTLE Grant)	$18,000
FOR:	Help prevent auto theft (non-lapsing)	$18,000
FROM:	Additional Revenue (2022/2023 BATTLE Grant supplemental)	$34,000
FOR:	Help prevent auto theft (non-lapsing)	$34,000
FROM:	Additional Revenue (2023 Click it or Ticket Grant)	$12,000
FOR:	Overtime for Seat Belt enforcement (non-lapsing)	$12,000
FROM:	Additional Revenue (Partner Agency Contributions for SQL Server upgrades)	$201,363
FOR:	911 Dispatch server licenses upgrade	$201,363
FROM:	Additional Revenue (2023/2024 HVE Grant)	$16,000
FOR:	Overtime for DUI enforcement (non-lapsing)	$16,000
FROM:	Additional Revenue (2022/2023 ICAC Grant)	$11,445
FOR:	Help prevent Internet Crimes Against Children (non-lapsing)	$11,445
FROM:	Additional Revenue (2019 JAG Grant)	$31,291
FOR:	Investigate illegal drug use and sales (non-lapsing)	$31,291
FROM:	Additional Revenue (Police Miscellaneous Revenue)	$110,484
FOR:	Police Miscellaneous Revenue	$110,484
FROM:	Additional Revenue (Police Reimbursable Overtime)	$202,799
FOR:	Police Reimbursable Overtime for events	$202,799
FROM:	Additional Revenue (School Resource Officers)	$40,591
FOR:	Overtime for School Resource Officers	$40,591
FROM:	Additional Revenue (DUI Enforcement)	$8,732
FOR:	DUI enforcement	$8,732
FROM:	Additional Revenue (2023/2024 Black Market Marijuana Grant)	$32,339
FOR:	Support the investigation of illegal marijuana cultivation (non-lapsing)	$32,339
FROM:	Additional Revenue (ARPA Grant through Larimer County)	$15,380
FOR:	Mobile Home Park Backflow Preventer Project (non-lapsing)	$15,380

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FROM:	Additional Revenue (radon kit sales)	$1,986
FOR:	Radon test kit purchase	$1,986
FROM:	Additional Revenue (Payments in Lieu and Work for Others)	$14,120
FOR:	Forestry operations	$14,120

TRANSPORTATION SERVICES FUND

FROM:	Additional Revenue (reimbursement for work done)	$1,150,000
FOR:	Work for Others program	$1,150,000
FROM:	Additional Revenue	$4,250
FOR:	Open Streets Program	$4,250
FROM:	Additional Revenue (Vendor payment (SPIN))	$10,000
FOR	Shift Your Ride TDM Program	$10,000

CAPITAL PROJECTS FUND

FROM:	Additional Revenue (Payment in lieu)	$28,000
FOR:	Intersection improvements (non-lapsing)	$28,000
FROM:	Additional Revenue (Payment in lieu)	$25,389
FOR:	Construction of outfall channel (non-lapsing)	$25,389
FROM:	Additional Revenue (Payment in lieu)	$254,545
FOR:	Intersection improvements (non-lapsing)	$254,545
FROM:	Additional Revenue (Payment in lieu)	$250,000
FOR:	Intersection improvements (non-lapsing)	$250,000
FROM:	Additional Revenue (Payment in lieu)	$58,466
FOR:	Timberline Road Realignment and Overpass Project (non-lapsing)	$58,466
FROM:	Additional Revenue (Payment in lieu)	$56,768
FOR:	Laporte Bridges project (non-lapsing)	$56,768
FROM:	Additional Revenue (Payment in lieu)	$250,000
FOR:	Intersection improvements (non-lapsing)	$250,000
FROM:	Additional Revenue (Payment in lieu)	$65,000
FOR:	Railroad crossing replacement (non-lapsing)	$65,000

COPY

GOLF FUND

FROM:	Additional Revenue	$14,600
FOR:	Turf Conversion project	$14,600

Section 3. That the appropriations identified above as non-lapsing in Section 2 of this Ordinance for the capital projects and the federal, state or private grants, shall not lapse, as authorized in Article V, Section 11 of the City Charter, until completion of the capital projects and the earlier of the expiration of the grants or the City's expenditure of all funds received from such grants.

Introduced, considered favorably on first reading, and ordered published this 19th day of September, 2023, and to be presented for final passage on the 3rd day of October, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading this 3rd day of October, 2023.

Mayor

ATTEST:

City Clerk

COPY

ORDINANCE NO. 115, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS OF PRIOR YEAR RESERVES FROM DEVELOPER CONTRIBUTIONS AND AUTHORIZING TRANSFERS FOR THE FUTURE VINE AND TIMBERLINE OVERPASS PROJECT AND RELATED ART IN PUBLIC PLACES

A. This Ordinance appropriates development payment-in-lieu ("PIL") funds for design services and grant application support services for the Vine and Timberline Overpass Project (the "Project").

B. The existing intersection of Vine Drive and Timberline Road experiences congestion with safety and delay concerns due to the existing four-way stop control along with an at-grade rail crossing near the intersection.

C. A project separate from the Overpass Project, the Vine and Timberline Intersection Improvements project will improve the intersection with a traffic signal interconnected to a new rail crossing signal. That project is fully funded, and construction is currently underway. Construction on that intersection improvement project is expected to be completed later this autumn.

D. As northeast Fort Collins continues to develop, increasing traffic volumes at the intersection will result in the need for an overpass, a grade-separated crossing over the railroad.

E. This grade separation over the railroad has been part of the City's Master Street Plan for several years and has been included in the Transportation Capital Projects Prioritization Study as one of the top fifteen projects in the study.

F. A private development project provided a development contribution PIL for its local street portion of Timberline Road in the amount of $276,679 in 2016. That portion of Timberline Road is a section that will be constructed as part of the Project.

G. An August 2023 appropriation from another development's PIL contribution will be used together with the funds appropriated in this Ordinance to procure preliminary design services and to provide grant application support for the Project.

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.

COPY

I. The City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Transportation Capital Expansion Fee fund and will not cause the total amount appropriated in the Transportation Capital Expansion Fee 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 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for a capital project or for a federal, state or private grant, 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 or until the earlier of the expiration of the federal, state or private grant or private contribution the City's expenditure of all funds received from such contribution.

K. The City Council wishes to designate the appropriation herein of the developer contribution as an appropriation that shall not lapse until the earlier of the expiration of the contribution or the City's expenditure of all funds received from the contribution.

L. This Project involves construction estimated to cost more than $250,000, and 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.

M. The total Project cost of $331,827 has been used to calculate the contribution to the APP program.

N. The amount to be contributed to the APP program in this Ordinance will be $3,318.

O. The appropriations in this Ordinance benefit public health, safety and welfare of the residents of Fort Collins and serve the public purpose of improving transportation infrastructure within 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. There is hereby appropriated from prior year reserves in the Transportation Capital Expansion Fee fund the sum of TWO HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS ($273,361) to be expended in the Transportation Capital Expansion Fee fund for transfer to the Capital Projects fund and appropriated therein for the Vine and Timberline Overpass Project.

Section 2. The unexpended and unencumbered appropriated amount of TWO THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS ($2,588) 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 3. The unexpended and unencumbered appropriated amount of SIX HUNDRED SIXTY-FOUR DOLLARS ($664) 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 4. The unexpended and unencumbered appropriated amount of SIXTY- SIX DOLLARS ($66) 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 5. The appropriation herein for the developer contribution is hereby designated as an appropriation that shall not lapse until the earlier of the expiration of the contribution or the City's expenditure of all funds received from the contribution.

Introduced, considered favorably on first reading on August 20, 2024, and approved on second reading for final passage on September 3, 2024.

Mayor Pro Tem

ATTEST:

City Clerk

CITY OF FORT COLLINS SEAL COLORADO

Effective Date: September 13, 2024
Approving Attorney: Heather N. Jarvis

COPY

ORDINANCE NO. 105, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF RAILROAD
CROSSING ELIMINATION PROGRAM GRANT FUNDS FOR THE
VINE/TIMBERLINE RAIL GRADE SEPARATION PLANNING PROJECT

A. The purpose of this item is to appropriate Railroad Crossing Elimination ("RCE") Program grant funds provided through the Federal Railroad Administration ("FRA") for the Vine/Timberline Rail Grade Separation Planning project ("Project"). The funds will be used to conduct planning for the capital project, which will eliminate the at-grade railroad crossing at the intersection of Timberline Road and Vine Drive by creating an overpass along Timberline Road across the BNSF railroad tracks and Vine Drive. These funds will be used for planning, including outreach, feasibility study, technical analysis, design, and right-of-way acquisition.

B. The existing intersection of Timberline Road and Vine Drive experiences congestion with safety and delay concerns due to the existing 4-way stop control along with an at-grade rail crossing near the intersection. The Vine and Timberline Intersection Improvements project, which is already underway, will improve the intersection with a traffic signal interconnected to a new rail crossing signal. That project is fully funded, and construction is currently underway. Construction on that intersection improvement project has been delayed by utility relocations being performed by the Poudre Valley Rural Electric Association and will be completed later this summer.

C. As northeast Fort Collins continues to develop, increasing traffic volumes at the Vine and Timberline intersection will result in the need for an overpass like the one constructed at Vine and Lemay, which was completed in 2022. By bridging Timberline Road over the BNSF railroad tracks and the parallel Vine Drive, Fort Collins will reduce congestion, improve safety, improve system efficiency, add multimodal options, and provide much-needed access for growing neighborhoods.

D. A grade separation overpass at Vine Drive and Timberline Road over the railroad tracks has been part of the City's Master Street Plan for several years. The Transportation Capital Projects Prioritization Study ("TCPPS" adopted by City Council on September 19, 2023 (Resolution 2023-086)) includes Vine/Timberline Rail Grade Separation as one of the top fifteen projects in the study.

E. The East Ridge Second Filing and Waterfield Fourth Filing developments provided development contributions towards the Project. The City worked with a consultant to develop an RCE Program grant application that was submitted in 2024. The application requested funding to complete Project planning. The application was successful, and the City has received RCE Program funds pursuant to an intergovernmental grant agreement, authorized by Resolution 2025-064.

F. This Ordinance appropriates $765,616 FRA RCE Program grant funds to cover costs in support of the Project. Project funding also includes contributions totaling $331,827 from the two developments provided in lieu of construction and in anticipation

of the Vine/Timberline Rail Grade Separation capital project, which funding was previously appropriated to this Project through Ordinance No. 122, 2023, and Ordinance No. 115, 2024. The local match required for the RCE funds is $191,404, which match will be met with a portion of these development contributions. The remaining development contribution ($140,423) will be available as an overmatch for future grant opportunities and to help fund additional Project costs. The total fund amount projected for this planning Project is $1,097,443 composed of funds appropriated with prior actions and with this action.

G. 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.

H. The City Manager has recommended the appropriation described in Section 1 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.

I. The grant funds appropriated in this Ordinance for the Project are ineligible for use in the Art in Public Places ("APP") program due to restrictions placed on them by the Federal Railroad Administration, the source of these funds.

J. The funding from the development contributions to construction previously transferred to the Project are also ineligible for use in the APP program, because these previously appropriated funds already completed contributions to the APP program.

K. Article V, Section 11 of the City Charter authorizes the 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.

L. The City Council wishes to designate the appropriation herein for the Railroad Crossing Elimination Program 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 the grant.

M. 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.

In light of the foregoing Recitals, which the Council hereby makes and adopts as determinations and finding, 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 SEVEN HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED SIXTEEN DOLLARS ($765,616) in FRA Railroad Crossing Elimination Program grant funds, to be expended in the Capital Projects fund for the Vine/Timberline Rail Grade Separation Planning Project.

Section 2. The appropriation herein for the Railroad Crossing Elimination Program 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 June 17, 2025, and approved on second reading for final passage on July 1, 2025.

Mayor Pro Tem

ATTEST:

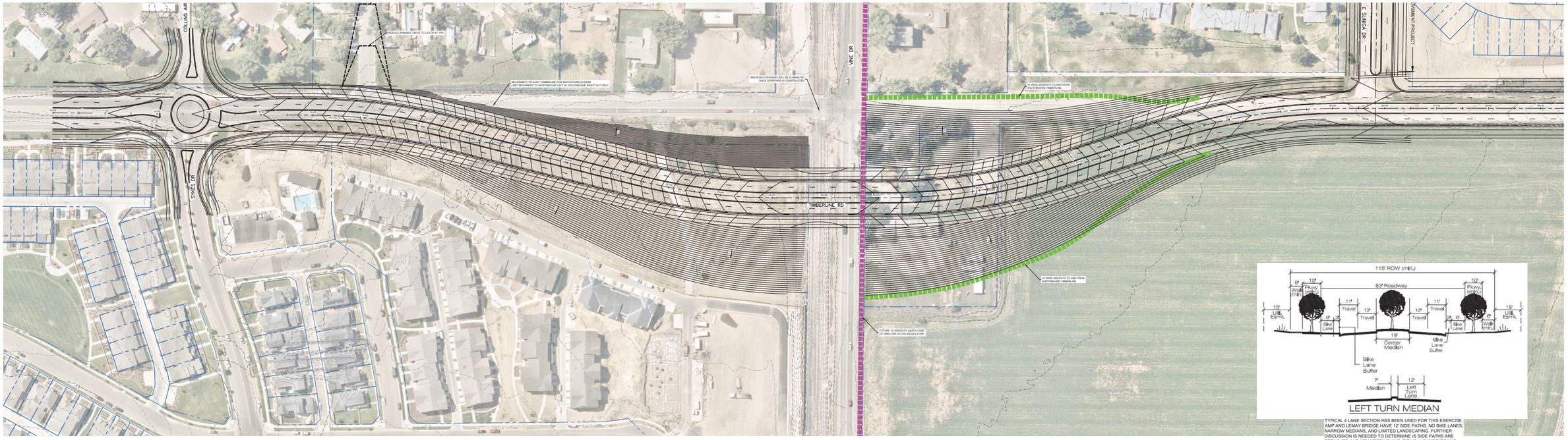
City Clerk

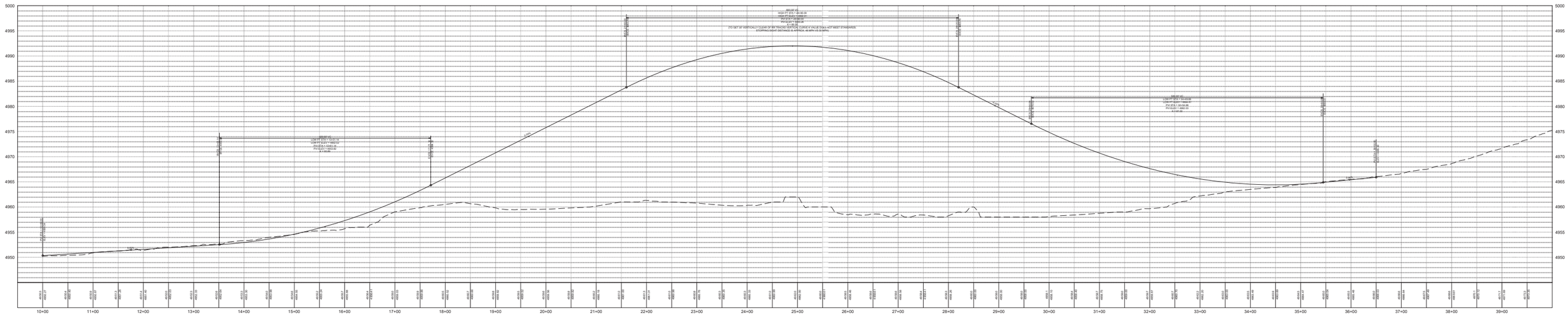
CITY OF FORT COLLINS SEAL COLORADO

Effective Date: July 11, 2025
Approving Attorney: Heather N. Jarvis

Exhibits: None

COPY





LEGEND

- EXISTING ROW & PARCELS
- 10' SIDEPATH TO AND FROM TIMBERLINE
- VINE 10' SIDEPATH

N

0 25 50 100

SCALE IN FEET

DWG: M:\TRN\CI_109-25-001 2nd\plns_SHEETS\N_TIMBERLINE_LAYOUT.dwg USR: TTilley
DATE: Jun 26, 2023 - 1:47pm XREF: N_TIMBERLINE_PROF.dwg N_TIMBERLINE_PROF SUNIGA_BASE

PROJECT NO: XXX-XXXXX	N. TIMBERLINE RD OVERPASS AT E.VINE DR - SKYES DR TO E SUNIGA RD	EXHIBIT
DRAWN BY: XXX		1
DATE: 07/06/23		

NOTICE
THIS DOCUMENT HAS BEEN RELEASED BY OLSSON FOR PERMIT, BID, OR CONSTRUCTION. IT IS PRELIMINARY, CONCEPTUAL DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION.

WILSON & COMPANY

ORDINANCE NO. 105, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS AND AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR THE VINE AND TIMBERLINE RAIL GRADE SEPARATION PROJECT AND RELATED ART IN PUBLIC PLACES

A. The purpose of this item is to appropriate a supplemental amount for the Vine and Timberline Rail Grade Separation project (the "Project"). The funding will be used to acquire an all-purpose easement on the southeast corner of the Timberline Road and Vine Drive intersection. The Project will elevate Timberline Road over Vine Drive and the adjacent BNSF rail yard, eliminating the existing at-grade crossing. The easement acquisition is needed to provide space for the overpass embankment.

B. The existing intersection of Timberline Road and Vine Drive experiences congestion with safety and delay concerns due to the existing four-way stop control along with an at-grade rail crossing near the intersection. A current intersection improvements project is improving the intersection with a traffic signal interconnected to a new rail crossing signal. That project is fully funded, and construction is currently underway.

C. As northeast Fort Collins continues to develop, increasing traffic volumes at the intersection will result in the need for an overpass over the railroad tracks. This grade separation over the railroad has been part of the City's Master Street Plan for several years. The Transportation Capital Projects Prioritization Study ("TCPPS") includes the Project as one of the top fifteen projects in the study and includes development of a conceptual design.

D. The Project has been before City Council on three previous occasions resulting in appropriations to the Project: Ordinance No. 122, 2023, (budget cleanup appropriating a development contribution), Ordinance No. 115, 2024, (development contribution), and Resolution 2025-064 and Ordinance No. 105, 2025, (Federal Railroad Administration ("FRA") Railroad Crossing Elimination program grant and match appropriation.

E. A private development in the southeast quadrant of the Vine Drive and Timberline Road intersection was required to set aside the area envisioned for the Project. The homeowner's association is now in possession of the common areas of the development and expressed the desire to transfer the property rights to the City for the Project. The City's Real Estate Services group and representatives of the homeowner's association determined that securing an all-purpose easement for the Project would be more direct and less costly than securing the property as right-of-way. The FRA confirmed that an easement would suffice under its regulations for the purpose of the Project.

F. The supplemental appropriation, in conjunction with funds already appropriated to the Project, will allow the easement acquisition to move forward, securing property rights for a crucial portion of the Project.

G. 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.

H. The City Manager has recommended the appropriations described in Sections 1 and 2 below and determined that the appropriations described in those sections are available and previously unappropriated from the Transportation Capital Expansion Fee fund and the Transportation Services fund, as applicable, and that these appropriations will not cause the total amount appropriated in the Transportation Capital Expansion Fee fund or the Transportation Services fund, as applicable, to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during this fiscal year.

I. Article V, Section 10 of the City Charter authorizes 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.

J. The City Manager has recommended the transfer of $113,098 from the Transportation Capital Expansion Fee fund to the Capital Projects fund and $22 from the Transportation Services fund to the Capital Projects fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

K. 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 Arts and Culture fund for a contribution to the Art in Public Places (“APP”) program.

L. The additional project cost of $112,000 has been used to calculate the contribution to the APP program.

M. The amount to be contributed in this Ordinance to the APP program is $1,120.

N. Article V, Section 11 of the City Charter authorizes 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.

O. City Council wishes to designate the appropriations herein for the Project as appropriations that shall not lapse until the completion of the Project.

P. 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.

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 Transportation Capital Expansion Fee fund the sum of ONE HUNDRED THIRTEEN THOUSAND NINETY-EIGHT DOLLARS ($113,098) to be expended in the Transportation Capital Expansion Fee fund for transfer to the Capital Projects fund to be expended therein for the Vine and Timberline Rail Grade Separation Project.

Section 2. There is hereby appropriated from prior year reserves in the Transportation Services Fund the sum of TWENTY-TWO DOLLARS ($22) to be expended in the Transportation Services fund for transfer to the Capital Projects fund to be expended therein for the Vine and Timberline Rail Grade Separation Project.

Section 3. The unexpended and unencumbered appropriated amount of EIGHT HUNDRED SEVENTY-FOUR DOLLARS ($874) in the Capital Projects Fund is hereby authorized for transfer to the Arts and Culture Fund and appropriated and expended therein to fund art projects under the APP Program.

Section 4. The unexpended and unencumbered appropriated amount of TWO HUNDRED TWENTY-FOUR DOLLARS ($224) in the Capital Projects 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 5. The unexpended and unencumbered appropriated amount of TWENTY-TWO DOLLARS ($22) in the Capital Projects 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 6. The appropriations herein for the Vine and Timberline Rail Grade Separation Project 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.

Introduced, considered favorably on first reading on August 18, 2026, and approved on second reading for final passage on September 1, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 11, 2026
Approving Attorney: Heather N. Jarvis

Exhibit: None

File Attachments for Item:

19. First Reading of Ordinance No. 106, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado State Patrol for the Beat Auto Theft Through Law Enforcement Grant Program.

The purpose of this item is to appropriate $26,860 of unanticipated grant revenue from the Colorado State Patrol (“CSP”) for the Beat Auto Theft Through Law Enforcement (“BATTLE”) grant program. The funding will support Police Services personnel overtime pay to support multiagency and multijurisdictional BATTLE operations to identify, interdict, investigate, enforce, and prosecute motor vehicle theft-related crimes.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Jason Lang, Detective
Carisa Clinton, Grants Administration Manager

SUBJECT

First Reading of Ordinance No. 106, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado State Patrol for the Beat Auto Theft Through Law Enforcement Grant Program.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate $26,860 of unanticipated grant revenue from the Colorado State Patrol ("CSP") for the Beat Auto Theft Through Law Enforcement ("BATTLE") grant program. The funding will support Police Services personnel overtime pay to support multiagency and multijurisdictional BATTLE operations to identify, interdict, investigate, enforce, and prosecute motor vehicle theft-related crimes.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The BATTLE program is comprised of several regions throughout Colorado, including the BATTLE North Region. Fort Collins Police Services ("FCPS"), in capacity as a partner agency to the BATTLE North team, collaborates with other partner agencies to respond to motor vehicle theft-related crimes. The $26,860 in BATTLE program funds will be used to support FCPS's Property Crimes Unit to prevent auto theft crimes and to cover overtime pay for FCPS personnel.

CITY FINANCIAL IMPACTS

This item appropriates $26,860 of unanticipated grant revenue from the CSP BATTLE grant program. Grant funds will be used to support FCPS personnel overtime pay to support multiagency and multijurisdictional BATTLE operations to identify, interdict, investigate, enforce, and prosecute motor vehicle theft-related crimes.

The grant is reimbursement-based and does not require local match funding.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. Grant Agreement
2. Ordinance No. 106, 2026

Date: July 27, 2026

Fort Collins Police Department
Project Director Lieutenant Adam Ruehlen
Transmitted by Electronic Mail

RE: BATTLE Funding Award Letter for State Fiscal Year (SFY) 2027

Dear Lieutenant Adam Ruehlen,

On behalf of the Colorado State Patrol (CSP), it is my pleasure to congratulate you on receiving a funding award as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force.

The Fort Collins Police Department has been awarded **$26,860.00** for the SFY27 grant cycle as a partner agency. The grant period is **July 1, 2026**, **through June 30, 2027**. This award is subject to all financial and administrative requirements of the Colorado Auto Theft Prevention Authority (CATPA), including requirements outlined in the Office of Justice Programs Financial Guide, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, and the timely submission of all financial reports.

Enclosed in this packet is the Award Funding agreement, the grant budget, and a checklist for BATTLE payment submissions. To officially accept the award, we request that your authorized official **initial each page** and sign the Award Funding agreement and return to CSP via the following email: battlepayments@state.co.us.

Please return your signed Funding Award agreement **no later than 10 days after receipt of this letter**. Failure to sign your award may result in a delayed start date as well as reimbursements.

Please contact Captain Wesley Kartus at wesley.kartus@state.co.us or 303-277-8660 or Charla Phagan at charla.phagan@state.co.us or 720.-879-8030 if you have any questions. We look forward to working with you in the fight against auto theft!

Best Regards,

Wesley, Kartus
Captain, Colorado State Patrol
BATTLE Project Director
Charla Phagan, Grants Manager

Colorado State Patrol
Statement of Funding Award

Partner Agency Name:	Fort Collins Police Department
Project Director:	Lieutenant Adam Ruehlen
Financial Officer:	Sue Jordanger
Project Director Address:	2221 S Timberline Rd, Fort Collins, CO 80525
Grant Number:	FY27FTCPD
Date of Issue:	July 1, 2026
Total Approved Budget:	$26,860.00
Grant Period:	July 1, 2026 through June 30, 2027
BATTLE Region:	**NORTH**

Partner Agency Approved Budget

Ft. Collins PD - SFY27 BATTLE 07.01.2026			
BUDGET	ORIGINAL/CURRENT	REVISION	REVISED
Overtime	$26,860.00		$26,860.00
Supplies &	-		-
Travel	-		-
Equipment	-		-
TOTAL	$26,860.00	$0.00	$26,860.00

Line Item Qualifying Expenses

- **Overtime – Overtime hours and rate only**. The following will not be reimbursed: Straight time, vacation/annual leave, sick leave, holiday, compensatory**.**

Note:

- A CDPS Purchase Order authorizing CSP to reimburse the Partner Agency for expenditures in support of the BATTLE mission will be issued as soon as possible on or after July 1, 2026. Any expenditures prior to issuance of the Purchase Order will not be reimbursed.
  - Overtime for BATTLE Operations may not commence prior to the Partner Agency receipt of their SFY27 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
  - Expenditures in any other approved budget categories may not be incurred prior to the Partner Agency receipt of their SFY27 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
- Personnel Expense-OT backup documentation includes proof of payment (paystub or payroll report), timesheets signed by employee and supervisor.
- Supplies & Operating Expense backup documentation includes an invoice with authorization for payment and a receipt or other form of proof of payment.
- Equipment Expense backup documentation must include a current quote AND an invoice as well as proof of payment.

See Check List for BATTLE Payment Submissions for greater detail on documentation requirements (Exhibit A).

Special Conditions and Requirements

Multipart document and Additional Requirements

1. The Partner Agency affirms that the agreement consists of a multipart document: the award letter, Funding Award and associated special conditions, required performance metrics, and signatures of persons authorized to sign on behalf of the partner agency.

2. The Partner Agency agrees to comply with **all** requirements, conditions, and regulations as detailed in the enclosed Funding Award document. The authorized official must initial at the bottom of each page of the enclosed Funding Award document where indicated.

3. The Partner Agency affirms that their financial system of record and associated technology is fully adequate to support and document the separate tracking and allocation of all BATTLE grant expenditures and revenues, especially, but not limited to, defining overtime hours worked and overtime rate paid in relation to straight time hours worked and rate paid.

Financial Reporting Requirements

1. **Budget Modification Request** - Grant activities must match the approved budget included with this document. The partner agency must secure prior written approval from CSP if there is a requested change in any budget category. Failure to seek prior consent may result in the denial of reimbursement. The Partner Agency shall submit a Budget Modification form to the BATTLE Regional Coordinator requesting a revision in the Funding Award budget. The Partner Agency shall not make any changes in the budget line items or purchase equipment or other supplies until they have received authorization from the BATTLE Regional Coordinator. Reimbursement of any expenditures made by the Partner Agency without prior written authorization shall not be reimbursed through BATTLE funds and the Partner Agency shall absorb that cost.

2. **Invoicing** - The Partner Agency agrees to submit **monthly reimbursement** requests on the Excel invoice workbook with backup documentation for reimbursement. The Partner Agency must submit the invoice workbook even if it is a zero-dollar claim no later than fifteen (15) days following the end of a calendar month. Appropriate documentation for all expenditures must accompany reimbursement requests. GMO will only approve reimbursement of actual, supported, and allowable expenses. Only financial-related documents are emailed to the BATTLE address. Any operational reports or other related working information are sent to BATTLE Regional Coordinator and not through the BATTLE email address.

   All invoices and overtime payroll must be paid by SFY June 30, 2027. Final reimbursement requests must be completed and submitted to CSP GMO within ten (10) days after June 30, 2027. Reimbursement requests received beyond this time will be subject to denial.

3. **Monitoring** - The CSP will monitor the Partner Agency's performance obligations under this Award Letter using procedures determined by the State of Colorado policies and procedures. In its sole discretion, CSP shall have the right to change monitoring procedures and requirements at any time during the term of this SFY27 grant period. The CSP shall monitor the Partner Agency's performance in a manner that does not unduly interfere with the Partner Agency's performance of grant work.

   As the grant's fiscal agent, CSP shall monitor Partner Agency, including desk reviews, agency visits, and phone interviews. The Partner Agency shall be notified at least thirty (30) days in advance of any scheduled monitoring visits. As a recipient of these funds, the Partner Agency agrees to cooperate with and respond to any requests for information about your award within fifteen (15) days of audit notification.
   If the CSP identifies any audit finding(s), the Partner Agency will have the opportunity to make provisions to correct the finding(s). Any false statements or claims with the awarded funds may result in fines, imprisonment, or any other remedy available by law.
   The Partner Agency has the right to protest any audit findings. All protests must be in writing and sent to the BATTLE Project Director and the Financial officer.

4. **Funding from Multiple Sources** - The recipient understands and agrees to notify CSP if it receives, from any other sources, funding for the same items or services also funded under this award. The Partner Agency shall not supplant awarded funds with city and county funds already budgeted for the same purpose. If CSP determines there is supplanting of funds, award funds will be revoked and all expended funds shall be returned to CSP within thirty (30) days.

5. **Capital Equipment** – Capital equipment is any item purchased at **$5,000 per unit or more** using funds under a CATPA grant. The retention period ends when the value of the equipment has depreciated to **less than $5,000 per unit** or the equipment is older than five (5) years, whichever comes first.

A. *Capital Equipment Ownership*. Capital equipment becomes the property of the recipient agency approved in the Funding Award and remains in possession of the original agency so long as it continues to be used for auto theft prevention activities as approved by the CATPA Office. If the equipment retention period has not expired and the equipment is no longer needed or used for auto theft prevention activities, BATTLE retains the right to reallocate the equipment for auto theft prevention.

B. *Inventory of Capital Equipment*. Under this agreement, the Partner Agency's inventory of capital equipment shall occur during the retention period by the BATTLE Project Director. A complete equipment inventory list is maintained by the BATTLE Project Director. The Partner Agency shall submit its inventory list to the BATTLE Regional Coordinator upon request of the BATTLE Project Director.

C. *Purchase of New Capital Equipment*. Stickers indicating the purchased equipment is through grant funding will then be supplied by GMO. The stickers must be attached to the equipment (near the serial number) and remain so until disposition of the Capital Equipment

D. Inventory Removal of Capital Equipment. The Partner Agency shall make a written request for removal of capital equipment, along with a completed CATPA Grant Equipment Inventory Removal Certification Form and send it to the BATTLE Regional Coordinator. Request to remove capital equipment from the CATPA inventory is approved on any of the following conditions:

i. Equipment Lapses Retention Period. Equipment may be removed when the purchase date is five (5) or more years past, regardless of the equipment's actual purchase price or depreciated value.

ii. Equipment Value is **Less than $5,000 per unit**. Equipment may be removed from inventory when it has depreciated to a value **less than $5,000**. In such cases, the Partner Agency shall provide documentation on the justification for the depreciation and send it to the BATTLE Regional Coordinator. CSP and CATPA recognize generally accepted accounting principles and encourage the Partner Agency to use the straight-line depreciation method. Guidance on the straight-line depreciation method is in the FY27 CATPA Grant Manager's Guidance Manual.

iii. Equipment Loss, Theft, or Damage. Equipment reported as lost, stolen, or otherwise damaged beyond its serviceable use, may be removed from inventory. In such cases, the Partner Agency must submit a written report narrating the equipment loss, theft, or damage circumstances.

iv. Equipment Trade or Sale. Equipment may be removed from the inventory list when it is determined that the trade or sale of the equipment is beneficial for the Partner Agency. Any funds acquired during an approved sale of equipment shall be returned to CSP and reflected on the Financial Payment Reimbursement Request Form.

iv. Equipment Transfer. The transference of equipment may occur if the Partner Agency no longer needs or uses it. The CATPA Board will have final authority in approving requests for equipment transfers and reflected on the Partner Agency's inventory.

Other Terms and Conditions

1. **Change of Personnel -** The partner agency agrees to promptly give written notification to CSP of any changes in the authorized official, project director, financial officer, or grant-funded personnel.

2. **Partner Agency Records and Retention**

A. *Record Retention* – The funds received in this Funding Award are for one year (the Grant Period). The Partner Agency shall maintain all funding related records for a period of **five (5)** years following the last day of the grant period. If there is any litigation, claim, or audit related to this Funding Award then retention starts before the expiration of the Record Retention requirement, this period shall extend until resolution of litigations, claims, or audit findings and final action taken by the CSP. For equipment records, the Record Retention Period shall be **five (5)** years following the purchase of such property.

B. *Records Inspection and Maintenance* – The Partner Agency must make, keep, maintain a complete file of all records, documents, communications, notes, and other materials which can be written or electronic. The record should include files and communications about the Funding Award work or the delivery of services and goods hereunder. The records shall be available for inspection and monitoring by CSP.

The Partner Agency shall permit CSP to audit, inspect, examine, copy and transcribe Partner Agency records during the Record Retention period. Partner Agency shall make its records available during regular business hours at Partner Agency's office or place of business or at other mutually agreed upon times or locations. The Partner Agency will receive no fewer than two (2) Business Days' notice from the CSP unless CSP determines that a shorter period of notification, or no warning, is necessary to protect the interests of the CSP.

3. **Discrimination** - As a condition of receipt of state funds, you acknowledge and agree that you will not, on the grounds of race, color, religion, national origin, sex, or disability, unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with state funds. You will also not discriminate in the delivery of benefits or services based on age. These civil rights requirements are found in the non-discrimination provisions of Title VI of Civil Rights Act of 1964, as amended (42 U.S.C. §2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. §3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); and the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101).

4. **Equal Employment Opportunity** - The Partner Agency must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

5. **Sub-awarding Partner Agency Funds** - The Partner Agency shall not subaward or pass through to another entity these funds such as, but not limited to, public and private agencies, nor to any persons.

6. **Criminal Law Violations** - Subrecipients must timely disclose in writing to the BATTLE Project Director all state and federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded state funding. Failure to make required disclosures can result in any remedies, including suspension or revoking awarded funds.

7. **CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and

(iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

C. Other Entity Access and Nondisclosure Agreements

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

D. Use, Security, and Retention

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

E. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share ny PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor 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. **CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's

obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

9. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq.,

C. R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

10. REMEDIES

In addition to any remedies available under any exhibit to this Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

11. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to the CATPA Board or an official designated by the Department of Public Safety by Grantee for resolution.

12. **NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Agreement shall be in writing and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

13. **RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

Return:

The Partner Agency will sign a copy of the Funding Award and return the agreement to the CSP BATTLE email. Once CSP obtains all signatures, the Partner Agency will receive a copy of this agreement.
The parties hereto have executed this binding Funding Award.

Persons signing for Partner Agency hereby swear and affirm that they are authorized to act on Partner Agency's behalf and acknowledge that the Colorado State Patrol relies on their representations to that effect. The Funding Award may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery as a scanned ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

PARTNER AGENCY	COLORADO STATE PATROL
_____	
Legal Name of Partner Agency	
_____	_____
Name of Official, Title	Wesley Kartus, Captain BATTLE Project Director
	7/17/2026
_____	
Date Signed	Date signed

ORDINANCE NO. 106, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF GRANT FUNDS FROM THE COLORADO STATE PATROL FOR THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT GRANT PROGRAM

A. Fort Collins Police Services ("FCPS") is a member of the Beat Auto Theft Through Law Enforcement ("BATTLE") program created by Colorado State Patrol ("CSP"). The purpose of BATTLE is for member agencies to collaborate and work with other law enforcement agencies around the state to investigate and respond to motor vehicle theft related crimes, which has seen a steady growth within the City over the past five years.

B. CSP manages the BATTLE program and provides grant funding opportunities to member agencies to help cover personnel costs for the time that is needed to prevent auto theft crimes.

C. FCPS has received BATTLE grant funding as a partner agency since 2021. On July 27, 2026, the BATTLE Task Force awarded FCPS $26,860 in grant funds for the FY27 grant cycle running from the period of July 1, 2026, through June 30, 2027. The grant funds will be used to support FCPS's Property Crimes Unit to prevent auto theft crimes and to cover overtime pay for FCPS personnel.

D. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of the prevention and investigation of motor vehicle theft crimes.

E. 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.

F. The City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the General Fund and will not cause the total amount appropriated in the General 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.

G. 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 the City's expenditure of all funds received from such grant.

H. City Council wishes to designate the appropriation herein for the Colorado State Patrol BATTLE 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 General Fund the sum of TWENTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY DOLLARS ($28,860) to be expended in the General Fund to support the Fort Collins Police Services Property Crimes Unit to prevent auto theft crimes.

Section 2. The appropriation herein for the Colorado State Patrol BATTLE 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 August 18, 2026, and approved on second reading for final passage on September 1, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 11, 2026
Approving Attorney: Andrew Trevino

Exhibit: None

File Attachments for Item:

20. First Reading of Ordinance No. 107, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado Statewide Internet Portal Authority for the Micro-Grant Program.

The purpose of this item is to appropriate $8,122 of unanticipated grant revenue from the Colorado Statewide Internet Portal Authority (“SIPA”) for the Micro-Grant Program. This funding will support an accessibility audit for the Municipal Court’s digital services.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Claudia Menendez, Equity Officer
Carisa Clinton, Grants Administration

SUBJECT

First Reading of Ordinance No. 107, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado Statewide Internet Portal Authority for the Micro-Grant Program.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate $8,122 of unanticipated grant revenue from the Colorado Statewide Internet Portal Authority (“SIPA”) for the Micro-Grant Program. This funding will support an accessibility audit for the Municipal Court’s digital services.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

SIPA enables residents to access government services more easily through digital solutions that meet accessibility standards, enhancing their interactions with state and local governments. Micro-Grant funding is for projects that support SIPA’s mission of providing residents access to government through effective and efficient online and mobile technologies. The $8,122 of grant funds will support an accessibility audit for the Municipal Court digital services.

CITY FINANCIAL IMPACTS

This item appropriates $8,122 of unanticipated grant revenue from the Colorado Statewide Internet Portal Authority Micro-Grant Program to fund 100. Grant funds will support an accessibility audit for the Municipal Court.

This grant utilizes advanced payment and does not require a match. Any unspent funds will be repaid to SIPA at project completion.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. Funding Award
2. Ordinance No. 107, 2026

Funding Award
Micro-Grants 2026 City of Fort Collins

+ Follow

Contact	Awardee	Amount	Status
Carisa Clinton (/s/detail/0...	City of Fort Collins (/s/detail/00130...	$8,122.00	Approved

Details Related

Name
Micro-Grants 2026 City of Fort Collins

Amount
$8,122.00

Award Number
00000314

Status
Approved

Decision Date

Start Date
7/27/2026, 6:00 PM

Awardee
City of Fort Collins (/s/detail/0013000000rM5zOAAS)

End Date

Disbursed Amount
$0.00

Contact
Carisa Clinton (/s/detail/003UI000016sh2PIAQ)

Award Type
Monetary

ORDINANCE NO. 107, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF GRANT FUNDS FROM THE COLORADO STATEWIDE INTERNET PORTAL AUTHORITY FOR THE MICRO-GRANT PROGRAM

A. The City applied for and received a grant from the Colorado Statewide Internet Portal Authority's Micro-Grant Program. The City received an award of $8,122.

B. The purpose of the grant program is to provide funds to Colorado governmental entities to improve government services and make it easier for residents to access information and services online. The $8,122 will be used to conduct an accessibility audit of the municipal court's digital services.

C. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of auditing and promoting the accessibility of municipal court functions.

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 General Fund and that this appropriation will not cause the total amount appropriated in the General 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 wishes to designate the appropriation of grant funds herein from the Colorado Statewide Internal Portal Authority ("SIPA") Micro-Grant program 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. Any unspent funds will be repaid to SIPA at project completion.

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 General Fund the sum of EIGHT THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS ($8,122) to be expended in the General Fund to support an accessibility audit for the Municipal Court.

Section 2. The appropriation of grant funds herein from the Colorado SIPA Micro-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. Any unspent funds will be repaid to SIPA at project completion.

Introduced, considered favorably on first reading on August 18, 2026, and approved on second reading for final passage on September 1, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 11, 2026
Approving Attorney: Jenny Lopez Filkins

Exhibit: None

File Attachments for Item:

21. First Reading of Ordinance No. 108, 2026, Amending Section 3-85 of the Code of the City of Fort Collins for the Purpose of Expanding the Distance Exemption for Liquor Licenses for Schools and Colleges.

The purpose of this item is to amend City Code Section 3-85 to expand the exemption for the 500-foot radius buffer beyond application to areas around Colorado State University ("CSU"), to include other schools and colleges that choose to locate within mixed-use or non-residential areas that are intended for commercial use. This proposed Code update would permit continued City liquor license issuance within these areas intended for and supporting businesses and restaurants, in accordance with all other applicable requirements, even if a school or college is present.

August 18, 2026

AGENDA ITEM SUMMARY

City Council

STAFF

Kim Meyer, Principal Planner, Planning Department
Michael Bussmann, Lead Business Specialist, Economic Development Office

SUBJECT

First Reading of Ordinance No. 108, 2026, Amending Section 3-85 of the Code of the City of Fort Collins for the Purpose of Expanding the Distance Exemption for Liquor Licenses for Schools and Colleges.

EXECUTIVE SUMMARY

The purpose of this item is to amend City Code Section 3-85 to expand the exemption for the 500-foot radius buffer beyond application to areas around Colorado State University ("CSU"), to include other schools and colleges that choose to locate within mixed-use or non-residential areas that are intended for commercial use. This proposed Code update would permit continued City liquor license issuance within these areas intended for and supporting businesses and restaurants, in accordance with all other applicable requirements, even if a school or college is present.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Staff has identified a recent trend of new or expanding charter schools in the Development Review SPAR (Site Plan Advisory Review) process that is resulting in some schools that are located in commercial and industrial/employment areas. In locating in such areas, these new schools *do not impact existing* liquor licenses that may be on the same premises or on nearby properties, or the transfer of an existing license; however, a school locating in such an area would preclude the City's ability to issue any new liquor licenses on that property (in the case of a shopping center) or within 500 feet of the school. This impacts businesses and property owners, and has been cause for two prospective licensees, that staff is aware of, with small local businesses to be forced to seek different locations – sometimes after having signed a lease and invested in the tenant space.

Existing restaurant space, in particular, has high value for reestablishing another restaurant given the specialized systems that may be in place or ready to use, such as electric capacity, kitchen equipment, walk in refrigeration units, fire suppression systems, floor drains, ventilation hoods, grease traps, and other specialty plumbing and electrical needs. In Fort Collins, many of our restaurants tend to be local, small businesses, and these commercial spaces serve as valuable real estate for the business community. Staff wants to ensure that these spaces remain available for the "next" local restaurant to establish and flourish.

The City does not have the jurisdiction to regulate the location of public schools, but is provided the ability to create exemptions from the state statutes that dictate liquor licensing distance requirements, and has done so for the primary Colorado State University campus since 1997 (Ordinance No. 117, 1997), allowing such commercial areas as Campus West, College Avenue and Laurel Street, along South College Avenue, and the College Avenue and Prospect Road areas to flourish as busy commercial corridors and activity areas with a variety of restaurants and businesses that serve the community.

The proposed Code amendment would expand a similar exemption to all "colleges, universities or seminaries" (C.R.S. Section 44-3-313(1)(d)(III)). This definition would encompass Front Range Community College, private institutions such as IBMC or trade and vocational schools. This Code amendment would also apply to "public or parochial schools" such as Poudre School District, charter schools, and St. Joseph's Catholic School. This will allow commercial centers or sites that are otherwise appropriately zoned and in compliance with all other applicable codes and criteria, to be eligible for the applicable liquor license.

This extended exemption would only apply to locations that would otherwise permit a business or use to obtain a liquor license, remaining in compliance with all other applicable municipal and land use codes, such as zoning.

Staff discovered that Boulder created exemptions for University of Colorado and Naropa University – limiting to certain classes of licenses, namely hotel-restaurant, and beer and wine. Colorado Springs and Golden adopted exemptions for all "schools, colleges, universities or seminaries" for hotel and restaurant licenses.

To simplify Fort Collins' Code update:

- no substantive changes are proposed to the current language regarding Colorado State University (CSU) – there was reorganization of the existing code language to expand the applicability of the prescribed distance restrictions to additional areas in the city, and
- no additional specific license type restrictions are proposed, beyond those that currently apply to CSU, thereby retaining the full breadth of review and determination criteria and discretion granted to the Liquor License Authority, as it may apply to a specific license type and location context.

CITY FINANCIAL IMPACTS

No direct impacts. This amendment would support local liquor stores, retailers, and restaurant businesses, and continued sales tax revenue would be anticipated.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

Economic Development and Planning staff collaborated with a host of internal and external stakeholders, including City Clerk's Office, City Manager's Office, City Attorney's Office, Police Services, Economic Advisory Board, Planning and Zoning Commission, Poudre School District, Front Range Community College, the Chamber/LLAC, Downtown Development Authority ("DDA"), and individual charter schools.

City staff provided information (including redlined and clean proposed code language) and actively reached out to Poudre School District administrators as well as specific correspondence with each of 11 public charter schools that staff are aware of. Staff received no inquiries or responses from any of the school or district contacts.

Staff also informed the Local Legislative Affairs Committee at the Fort Collins Area Chamber of Commerce, the DDA, and Front Range Community College operations leadership.

No specific outreach or meetings have been held with the general public.

ATTACHMENTS

1. Ordinance No. 108, 2026

ORDINANCE NO. 108, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 3-85 OF THE CODE OF THE CITY OF FORT COLLINS FOR THE PURPOSE OF EXPANDING THE DISTANCE EXEMPTION FOR LIQUOR LICENSES FOR SCHOOLS AND COLLEGES

A. City Code Section 3-85 currently states that businesses that sell alcohol are prohibited from selling alcoholic beverages within 500 feet of any public or parochial schools, principal campus of any college, university or seminary with the exception of Colorado State University ("CSU").

B. There are no exceptions to the current 500-foot distance requirement other than CSU as stated in Section 3-85.

C. There has been an inadvertent impact on businesses, especially small local restaurants, due to new and expanding locations of charter schools in mixed-use or non-residential areas that are intended for commercial use. This limits the ability to issue liquor licenses to new businesses or an existing business seeking a concept change located near these new schools.

D. This Ordinance amends the City Code to expand the current exception for the 500-foot restriction to now include all colleges, universities or seminaries and to public or parochial schools that are located within the commercial, industrial, mixed-use and downtown zones. This modification does not impact any locations in zones other than those aforementioned zoned areas.

E. City Council hereby finds that amending the distance restrictions as set out in this Ordinance is in the best interest of the City and its businesses by allowing commercial centers or sites that are appropriately zoned and in compliance with all other applicable criteria, to be eligible for the applicable liquor license.

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:

Sec. 3-85. Distance restrictions.

(a) The distance restrictions imposed by C.R.S. § 44-3-313(1)(d)(I), prohibiting the sale of alcohol beverages sold pursuant to a license described in C.R.S. § 44-3-309(1), within five hundred (500) feet of ~~the principal campus of any college or university~~ any public or parochial school or the principal campus of any college, university, or seminary, are eliminated ~~for~~only as to the following licenses and types of schools or campuses. All other distance restrictions established by C.R.S. § 44-3-313(1)(d)(I), shall continue in full force and effect:

(1) ~~a~~Any class of retail license in C.R.S. § 44-3-309(1), except the retail liquor store ~~license~~ and the liquor-licensed drugstore license~~s, but only~~ with respect to the distance between the proposed licensed premises and the properties owned by the State Board of Agriculture for the benefit and use of Colorado State University. ~~Except as said distance restrictions are hereby eliminated with respect to properties of Colorado State University, said distance restrictions shall continue in full force and effect as they pertain to any other public or parochial school or the principal campus of any other college, university or seminary.~~

(2) Any class of retail license in C.R.S. § 44-3-309(1), with respect to the distance between the proposed licensed premises and any public or parochial school when both the proposed licensed premises and school property are entirely located inside any of the following Zone Districts as defined in Article 2, of the Fort Collins Land Use Code:

a. Commercial (Land Use Code Division 2.3);

b. Employment, Industrial, Other (Land Use Code Division 2.5);

c. Mixed-Use (Land Use Code Division 2.2); and

d. Downtown (Land Use Code Division 2.4).

Introduced, considered favorably on first reading on August 18, 2026, and approved on second reading for final passage on September 1, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 11, 2026
Approving Attorney: Kevin Haugland

Exhibit: None

File Attachments for Item:

22. First Reading of Ordinance No. 109, 2026, Amending Chapter 2, Article VII, Division 2 of the Code of the City of Fort Collins Ethics Rules Related to Councilmember Obligations to Report Contacts with City Staff about Non-Routine City Matters.

The purpose of this item is to consider amendments recommended by the Ethics Review Board to a section of City Code related to Councilmember obligations to report a contact with a City officer or employee regarding a request in connection with the contacted officer's or employee's role about a non-routine City matter and not within the Councilmember's role as an officer of the City.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Jenny Lopez Filkins, Chief Deputy City Attorney

SUBJECT

First Reading of Ordinance No. 109, 2026, Amending Chapter 2, Article VII, Division 2 of the Code of the City of Fort Collins Ethics Rules Related to Councilmember Obligations to Report Contacts with City Staff about Non-Routine City Matters.

EXECUTIVE SUMMARY

The purpose of this item is to consider amendments recommended by the Ethics Review Board to a section of City Code related to Councilmember obligations to report a contact with a City officer or employee regarding a request in connection with the contacted officer's or employee's role about a non-routine City matter and not within the Councilmember's role as an officer of the City.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

In March and April of 2026, the Ethics Review Board (the "Board") held meetings to consider a request made by Councilmember Anne Nelsen for an ethics opinion about questions related to her employment with a City subcontractor and the work she performs for the subcontractor on City projects. The Board recommended adoption of Ethics Opinion 2026-01 to City Council, and, on May 5, 2026, City Council adopted the opinion by resolution. Ethics Opinion 2026-01 concluded that, with respect to her employment with a City subcontractor, Councilmember Nelsen is not barred from working on City projects her employer completes for the City.

City Code Section 2-578 identifies the circumstances in which a Councilmember must report a contact with a City officer or employee regarding a matter that is outside the Councilmember's role and is not a routine City matter. The requirement applies when the Councilmember contacts a City officer or employee about a request that relates to the officer's or employee's official role. A Councilmember who makes such a contact must report it to the City Clerk, City Manager, and other Councilmembers by 5:00 p.m. on the next business day. The Code defines a "routine City matter" as a customary or standard request, application, registration, reservation, or appeal for City services or approvals that is handled through established processes and standard practices.

The nature of the City projects Councilmember Nelsen and any other similarly situated City Councilmember will work on for their employer has and will continue to require regular communication and coordination of various City projects with City staff. These contacts will not be about routine City matters.

Discussion about this reporting obligation took place during the Board's April 13, June 9, and July 24, 2026, meetings. The Board recognized that amendments to City Code Section 2-578 should be considered given the frequency of contacts by a Councilmember who is authorized to work for a City subcontractor on a City project. The Board also recognized the value of retaining the requirement that Councilmembers disclose the City projects on which they work because of the authority inherent in their elected office.

The Board considered various options for amending the Code and recommended changes to Section 2-578 that create an exception to the current obligation. The exception applies to communications made by a Councilmember in the course of their employment on a City project, provided:

- the Council has approved an ethics opinion that the work of the Councilmember on behalf of the City complies with applicable ethics rules; and
- the Councilmembers files a standing disclosure identifying each City project and the nature of the Councilmember's professional involvement; and
- the Councilmember has otherwise complied with all applicable ethics and conflict-of-interest and disclosure requirements; and
- the request concerns routine project administration; and
- the request does not seek special treatment, waiver or modification of applicable requirements, or discretionary action unavailable to similarly situated persons.

The Board supported ensuring that any recommended Code amendments apply equally to and benefit other similarly situated Councilmembers.

The Board unanimously approved a motion to recommend amendments to City Code Section 2-578.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Ethics Review Board recommended the draft amendments for Council consideration.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ethics Review Board Meeting Minutes, June 9, 2026
2. Ethics Review Board Meeting Minutes, July 24, 2026 (draft)
3. Ordinance No. 109, 2026

June 9, 2026, 3:30 pm

ETHICS REVIEW BOARD MEETING MINUTES

COMMITTEE MEMBERS PRESENT: Councilmember Julie Pignataro, Councilmember Amy Hoeven, Councilmember Melanie Potyondy

COUNCILMEMBER PRESENT: Anne Nelsen

STAFF PRESENT: Jenny Lopez Filkins, Briana McCarten

CALL MEETING TO ORDER:

ROLL CALL

Councilmember Pignataro, Councilmember Hoeven, and alternate member Councilmember Anne Nelsen were present at the beginning of the meeting. Councilmember Potyondy joined the meeting at 3:40, after the April 13, 2026, minutes were approved.

APPROVAL OF APRIL 13, 2026, MINUTES

Hoeven moved to approve the minutes from the last committee meeting, which was seconded by Nelsen. The Motion passed unanimously.

Discussion about whether City Code §2-578(b), which is about reporting Councilmember contacts with City staff regarding a non-routine City matter to City Council, should remain as is, be deleted, or be amended.

Senior Deputy City Attorney Jenny Lopez Filkins provided an overview of the Agenda Item Summary (the “AIS”) pertaining to the proposed Code change. The AIS presents three options that address the circumstances that gave rise to the Code change.

Pignataro pointed out that discussion of the proposed Code change should consider any potential circumstances and not only the circumstances specific to Advisory Opinion 2026-1.

Pignataro expressed her preference for Option 2 presented in the AIS, which modifies the trigger for reporting to exclude reporting requests made in the course of administering a project that has already been disclosed or approved pursuant to ethics rules. Lopez Filkins clarified that Option 2 would continue to prohibit requests for special treatment, would continue to prohibit the circumstances that brought this topic to the fore, and requires reporting contacts with City staff that are not in relation to a non-routine City matter and is not within the Councilmember’s role as an officer of the City.

Hoeven expressed her opinion that Option 2 did not address all situations that a Councilmember could face when deciding what requests should be reported. Hoeven questioned whether Section 2-578(b) needs to be changed because the current language already prohibits requests for special treatment. Lopez Filkins advised that Option 1, which outlines specific exceptions to the reporting requirements, states a Councilmember is exempt from reporting requests that do not seek special treatment and are within the scope of a Councilmember's role as a City officer.

Lopez Filkins explained that each option presented in the AIS creates an exception to the reporting requirements. Hoeven stated her preference for the two options that describe the exceptions more specifically.

Lopez Filkins recalled that City Council enacted the reporting requirements in response to a previous Councilmember's request for special treatment related to fees and rates regarding a development within the City.

Pignataro reiterated that the question before the Ethics Review Board (the "Board") is whether to keep Section 2-578(b) as it is currently written, delete the Section, or amend the Section.

Nelsen expressed her preference for Option 1 because it offers clarity and would be easy to apply to future Councilmembers' circumstances. Potyondy expressed her desire to ensure that Section 2-578(b) is applicable to future circumstances. Lopez Filkins stated her opinion that the exceptions outlined in Option 1 are broad enough to apply to circumstances in which a Councilmember is working on a project for the City in the scope of their employment.

Pignataro expressed her opinion that Option 1 could be interpreted to exempt all Councilmember requests to City staff from the reporting requirements. Lopez Filkins suggested adding language to Option 1 that would make an exception to the reporting requirement contingent upon the services being provided on behalf of the City comply with ethics rules. Lopez Filkins then suggested adding language to Option 1 that would make an exception to the reporting requirement contingent upon a Councilmember receiving an ethics opinion confirming that the services they provide to the City are not a conflict of interest.

Potyondy expressed her preference for Option 3, which permits making a disclosure at the beginning of project in which a Councilmember provides services to the City and then excepting subsequent requests related to the project, because it provides transparency to the public provided that it include a requirement that the Councilmember had sought an ethics opinion related to the services. Lopez Filkins suggested adding language to Option 3 that would require an ethics opinion authorizing the services provided to the City prior to the project being exempted from reporting requirements.

Potyondy stated that if Option 1 is selected, she would like it to include a requirement that a Councilmember seek an ethics opinion authorizing the services provided to the City prior to the project being exempted from reporting requirements, following all ethics rules,

and keeping Council apprised of any projects or services provided to the City in the scope of their employment.

Lopez Filkins asked the Board to confirm that they would like to recommend to City Council an amendment to Section 2-578(b) that reflects Option 1. The Board confirmed and then paused the meeting so that Lopez Filkins could draft proposed code language that incorporates the Board's comments.

The Board reconvened.

Lopez Filkins presented her draft proposed code language to the Board.

Lopez Filkins advised that language in subsection 1 requiring an ethics opinion be issued and approved by City Council should explain that the requirement should explain the work that the opinion permits.

Potyondy asked if subsection 2 would apply to a Councilmember's work on services to the City generally or if they would be required to report every project in which they provide services to the City. The Board discussed that it would not be onerous to report each project.

The Board differentiated subsections 2 and 4. Subsection 2 relates to filing a disclosure, while subsection 4 relates to the specific service to the City at issue.

"Special treatment" is addressed in section 2-576 of Code, but "preferential treatment" is not. The Board struck "preferential treatment" from subsection 5. "

Regarding subsection 5, Potyondy asked if a modification of "applicable requirements" would fall under a "waiver" or "discretionary action". The Board added "or modification" to subsection 5.

Potyondy stated her opinion that the edited version of the proposed Code language is sufficient.

Potyondy moved to approve the proposed amendments to Code section 2-576(b). Hoeven seconded the motion. The motion passed unanimously.

The City Attorney's Office will present the proposed amendments to City Council at a date to be determined.

Evaluating circumstances that may trigger a "personal interest," as that term is defined in the Charter and City Code in response to Nick Armstrong's September 30, 2025, submission

Pignataro summarized the circumstances that led to Armstrong's submission. In 2025, some Board and Commission members failed to disclose involvement in a community organization. Armstrong questioned what circumstances trigger a "personal interest" as that term is defined in the City Charter and Code.

Pignataro suggested that the Board could decide to leave the language as it is or propose amendments. Pignataro expressed her opinion that the definition in Charter and Code should be left as it is because a broad definition will encompass more possible situations that could constitute a “personal interest”.

Hoeven expressed her opinion that the Charter and Code definition be left as is because if a board or commission member were to allow a personal interest to inform their decision as a board or commission member, it does not implicate the safeguards contemplated in the Charter or Code.

Potyondy expressed her opinion that the Charter and Code definition be left as is because the Code of Conduct, which is not codified, can be adjusted to include real world examples whereas changes Code language is more difficult. Lopez Filkins clarified that City Council approved the Code of Conduct and therefore any changes would need to be presented to City Council. Lopez Filkins then suggested that “personal interest” could be more fully explained in the Boards and Commissions Manual (the “Manual”).

Lopez Filkins clarified that the application process for a Board or Commission member includes a statement that the applicant will abide by the Code of Conduct and that the resolution appointing boards and commissions members makes clear that the individual has agreed to comply with the Code of Conduct.

Lopez Filkins stated that neither the Manual nor the Code of Conduct contemplates the situation presented in Armstrong’s submission.

Lopez Filkins explained that the current definition of “personal interest” requires a “substantial and direct” interest. Two other municipalities’ codes use the terms “direct” and “indirect” but do not include the term “substantial”. Lopez Filkins asked if a Board or Commission member’s involvement in an outside community organization is a substantial or direct interest. Hoeven expressed her opinion that the terms “influence” and “interferes” may apply to the circumstances in Armstrong’s submission.

Lopez Filkins pointed out that the definition of “personal interest” is part of the City Charter and therefore any amendments to the definition would need to be a ballot initiative.

Lopez Filkins suggested that a matrix could be added to the Manual or the Code of Conduct and provides whether specific examples would qualify as a personal interest. Lopez Filkins also presented the option to add a topic to the Manual that when a board or commission member is involved in an outside community organization, they should disclose that involvement prior to participating in a vote of the board or commission. If the involvement does rise to the level of personal interest, they may not participate in the vote and advocate for the position of the outside community organization.

Potyondy expressed that it would be beneficial to explicitly delineate the difference between an individual’s role as a board or commission member versus their role in an outside community organization. Lopez Filkins clarified that any change to the Manual must be approved by a City Council resolution.

Pignataro discussed that an individual's role as a board or commission member may conflict with their role in an outside community organization. Potyondy stated that it is beneficial to a board or commission for a member to state the role in which they are acting on behalf of.

Lopez Filkins suggested the option to add an explanation of "personal interest" into the Manual that is similar to other municipalities' definitions. Pignataro talked about how other municipalities' definitions address a councilmember's intent to interfere, which is not part of the City's definition. The Board discussed that any addition to the Manual could include a statement about how the intent to interfere would qualify as a personal interest. Lopez Filkins suggested including a policy in the Manual stating that a board or commission member should abstain from voting on a decision if they think they are influencing a decision based on their involvement with an outside community organization. Potyondy suggested a statement addressing independence of judgment. Pignataro suggested including a statement that a board member should err on the side of caution when evaluating if their involvement in an outside community organization could influence their or other board members' decision-making. Lopez Filkins clarified that there are remedies for violations of the Manual. Pignataro stated her preference for imposing a deadline for the boards and commissions coordinator to draft changes to the Manual. The Board suggested that it is a good opportunity to make other additions, such as setting an expectation that board or commission members turn on their cameras while participating in a remote meeting.. Potyondy requested that the boards and commissions coordinator consult the City's ADA coordinator with respect to accommodation requests related to turning cameras on during remote meetings.

OTHER BUSINESS

None.

ADJOURNMENT

The meeting adjourned at 4:50 pm.

Minutes approved by the Chair and a vote of the Board on July 24, 2026.

July 24, 2026, 4:00 pm

ETHICS REVIEW BOARD MEETING MINUTES

COMMITTEE MEMBERS PRESENT: Councilmember Julie Pignataro, Councilmember Melanie Potyondy, and alternate member Councilmember Anne Nelsen

STAFF PRESENT: Jenny Lopez Filkins, Briana McCarten, Rupa Venkatesh

1. CALL MEETING TO ORDER

Board Chair Pignataro called the meeting to order at 4:00 p.m.

2. ROLL CALL

Councilmember Pignataro, Councilmember Potyondy, and alternate member Councilmember Nelsen were present.

3. APPROVAL OF JUNE 9, 2026, MINUTES

Potyondy moved to approve the minutes, and Nelsen seconded. The motion passed unanimously.

4. Discussion finalizing changes to City Code §2-578 (b), which is about reporting Councilmember contacts with City staff regarding a non-routine City matter to City Council

Chief Deputy City Attorney Jenny Lopez Filkins reviewed the conversation from the June 9, 2026, Ethics Review Board (the "Board") meeting in which the Board discussed scenarios in which a Councilmember has contact with City staff about a non-routine matter and the requirement that the Councilmember report such contact. On June 9, 2026, the Board agreed on draft language to add to City Code Section 2-578 that outlines when a Councilmember must report non-routine contact with City staff. The Board looked at the City Attorney's Office's changes to the June 9 language and discussed making one grammatical change from "comply" to "complies". The Board had no other changes to the proposed Code language.

5. Discussion of changes to Code of Conduct to address duty of loyalty in role as board or commission member and treatment of confidential information received

Lopez Filkins reviewed the conversation from previous meetings around the definition of "personal interest". Previously, the Board looked at other municipalities' definitions as well as discussed scenarios in which "personal interest" was an issue. Lopez Filkins recalled for the Board that Nick Armstrong had submitted a complaint to the Board that involved a different Board's members' personal interests. At its June 9, 2026, meeting the Board discussed establishing a standard that if a Board or Commission member is

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serving on another local organization, they need to prioritize their obligations as a City Board or Commission member over the interests of the other local organization. The Board member must also refrain from using City confidential information to the advantage of the other local organization.

Lopez Filkins proposed changes that would amend the City's Code of Conduct that applies to Board and Commission members. Lopez Filkins explained that sections that only applied to Board and Commission members were moved and incorporated into a new section 18 that applies to all Appointees. Lopez Filkins solicited input from the Board. Potyondy expressed her approval of the content of the draft language generally and pointed out inconsistencies in the use of "your" versus "Board member" throughout. Potyondy stated her opinion that it would be efficient to use "Board member" in this new language to maintain consistency with the rest of the Code of Conduct. Nelsen expressed her approval of the proposed language. Pignataro expressed that the proposed language captured the Board's intent to clarify the City's expectations of a Board or Commission member.

The Board suggested a change to the language in a new section 12 addressing active engagement while participating in hybrid meetings. The Board discussed the availability of accommodations due to a disability and suggested working with the ADA Coordinator in the City's Equity Office to ensure the language is adequate.

Lopez Filkins confirmed that changes to the Code of Conduct must be taken to City Council. The Board would like to put this on the August 18 Council agenda.

Pignataro asked that Lopez Filkins let her know if the ADA Coordinator has any major concerns with the language about accommodations.

6. OTHER BUSINESS

Potyondy thanked the City Attorney's Office for the work on these two agenda items.

7. ADJOURNMENT

The meeting adjourned by unanimous consent at 4:22 p.m.

Minutes approved by the Chair and a vote of the Board on , 2026

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ORDINANCE NO. 109, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 2, ARTICLE VII, DIVISION 2 OF THE CODE OF THE CITY OF FORT COLLINS ETHICS RULES RELATED TO COUNCILMEMBER OBLIGATIONS TO REPORT CONTACTS WITH CITY STAFF ABOUT NON-ROUTINE CITY MATTERS

A. In March and April of 2026, the Ethics Review Board (the "Board") met to consider a request by Councilmember Anne Nelsen for an ethics opinion about questions related to her employment with a City subcontractor and the work she performs for the subcontractor on City projects.

B. Ethics Opinion 2026-01 concluded that, with respect to her employment with a City subcontractor on City projects, Councilmember Nelsen is not barred from working on City projects her employer completes for the City. The Board recommended adoption of Ethics Opinion 2026-01 to City Council, and, on May 5, 2026, City Council adopted the opinion by resolution.

C. City Code Section 2-578 identifies the circumstances in which a Councilmember must report a contact with a City officer or employee regarding a matter that is outside the Councilmember's role and is not a routine City matter. The requirement applies when the Councilmember contacts a City officer or employee about a request that relates to the officer's or employee's official role. A Councilmember who makes such a contact must report it to the City Clerk, City Manager, and other Councilmembers by 5:00 p.m. on the next business day.

D. A "routine City matter" is a customary or standard request, application, registration, reservation, or appeal for City services or approvals that is handled through established processes and standard practices.

E. The nature of the City projects Councilmember Nelsen and any other similarly situated Councilmember will work on for their employer has and will continue to require regular communication and coordination of various City projects with City staff. These contacts will not be about routine City matters.

F. Discussion about this reporting obligation took place during the Board's April 13, June 9, and July 24, 2026, meetings. The Board recognized that amendments to City Code Section 2-578 should be considered given the frequency of contacts about requests by a Councilmember who is authorized to work for a City subcontractor on a City project. The Board also recognized the value of retaining the requirement that Councilmembers disclose the City projects on which they work because of the authority inherent in their elected office.

G. The Board considered various options for amending the City's ethics rules and unanimously approved a motion to recommend amendments to Code Section 2-578 consistent with these goals.

H. The proposed amendments to Code Section 2-578 create an exception to the reporting obligation.

I. City Council desires to amend Code Sections 2-578 consistent with the Board's recommended amendments.

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 2-578 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 2-578. - Additional ethical rules of conduct—Mayor and council members.

. . .

(b) If any Councilmember contacts an officer or employee regarding a request in connection with that contacted officer's or employee's role and in relation to a matter that is not a routine City matter and is not within the Councilmember's role as an officer of the City, said Councilmember shall no later than 5:00 p.m. on the next business day after such contact deliver a written disclosure to the City Clerk and the City Manager and to all other members of City Council. The written disclosure must describe the date, time and general subject matter of the contact, together with the identity of the officer or employee contacted. Any private or confidential information, such as tax, utility account, or other personal information may be excluded or redacted from such disclosure. Disclosure by means of an electronic message shall be deemed to constitute written disclosure for purposes of this provision.

The disclosure requirement of this subsection shall not apply to requests made by a Councilmember acting solely within the scope of their employment or professional services on behalf of a contractor, consultant, or other entity engaged by the City, provided that:

(1) The Ethics Review Board has issued an ethics opinion, and City Council has approved such opinion that the work of the Councilmember on behalf of the City complies with applicable ethics rules; and

(2) The Councilmember has filed a standing disclosure identifying each City project and the nature of the Councilmember's professional involvement; and

(3) The Councilmember has otherwise complied with applicable ethics opinions, conflict-of-interest, and disclosure requirements; and

(4) The request concerns the performance, administration, design, review, coordination, or implementation of the project or contract; and

(5) The request does not seek special treatment, waiver or modification of applicable requirements, or discretionary action unavailable to similarly situated persons.

Introduced, considered favorably on first reading on August 18, 2026, and approved on second reading for final passage on September 1, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 11, 2026
Approving Attorney: Jenny Lopez Filkins

Exhibit: None

File Attachments for Item:

23. Items Relating to the Linden Street Interim Parking Project.

A. Resolution 2026-103 Authorizing the Execution of an Intergovernmental Agreement Regarding a Grant from the Downtown Development Authority to the City of Fort Collins for the Linden Street Interim Parking Project.

B. First Reading of Ordinance No. 110, 2026, Making a Supplemental Appropriation for the Linden Street Interim Parking Project.

The purpose of this item is to enable the City to receive and expend Downtown Development Authority ("DDA") grant funds for the Linden Street Interim Parking project (the "Project"). The funds will be used for construction of improvements along Linden Street between the Poudre River and Buckingham Street. If approved, the item will: 1) authorize the City Manager to execute an intergovernmental agreement ("IGA") for the Project with the DDA and 2) appropriate $112,438 of DDA grant funds to the Project.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

John Gerwel, Project Manager
Dana Hornkohl, Capital Projects Manager

SUBJECT

Items Relating to the Linden Street Interim Parking Project.

EXECUTIVE SUMMARY

A. Resolution 2026-103 Authorizing the Execution of an Intergovernmental Agreement Regarding a Grant from the Downtown Development Authority to the City of Fort Collins for the Linden Street Interim Parking Project.

B. First Reading of Ordinance No. 110, 2026, Making a Supplemental Appropriation for the Linden Street Interim Parking Project.

The purpose of this item is to enable the City to receive and expend Downtown Development Authority ("DDA") grant funds for the Linden Street Interim Parking project (the "Project"). The funds will be used for construction of improvements along Linden Street between the Poudre River and Buckingham Street. If approved, the item will: 1) authorize the City Manager to execute an intergovernmental agreement ("IGA") for the Project with the DDA and 2) appropriate $112,438 of DDA grant funds to the Project.

STAFF RECOMMENDATION

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

BACKGROUND / DISCUSSION

The Linden development and the Willow Street Improvements – Linden Street to Lincoln Avenue capital project are anticipated to temporarily reduce public parking and disrupt access to the River District during their construction activities. The City and the DDA have partnered to mitigate the disruption by redesigning the on-street parking on Linden Street between the Poudre River and Buckingham Street. The existing parking is gravel parallel parking on the southeast side of Linden Street. The improvements would convert the existing parallel parking into gravel pull-in, diagonal parking, and in the process, establish the subgrade needed to pave the pull-in parking with asphalt. See Attachment 1 for the Project Plan for the improvements. The existing space accommodates approximately sixteen parallel parking spaces. The proposed diagonal parking would accommodate forty-three spaces.

CITY FINANCIAL IMPACTS

The following table is a summary of the proposed funding appropriation for the Project. This construction project is less than $250,000. The Project is not required to include one percent of the estimated cost as a contribution to the Art in Public Places program.

Funds to be Appropriated or Transferred per this Action	
Downtown Development Authority (DDA) Funds	$ 112,438
Net Total Project Funds to be Appropriated or Transferred	**$ 112,438**

Total Project Funds	**$ 112,438**

The total fund amount projected for the Project is $112,438 composed of funds appropriated with this action.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

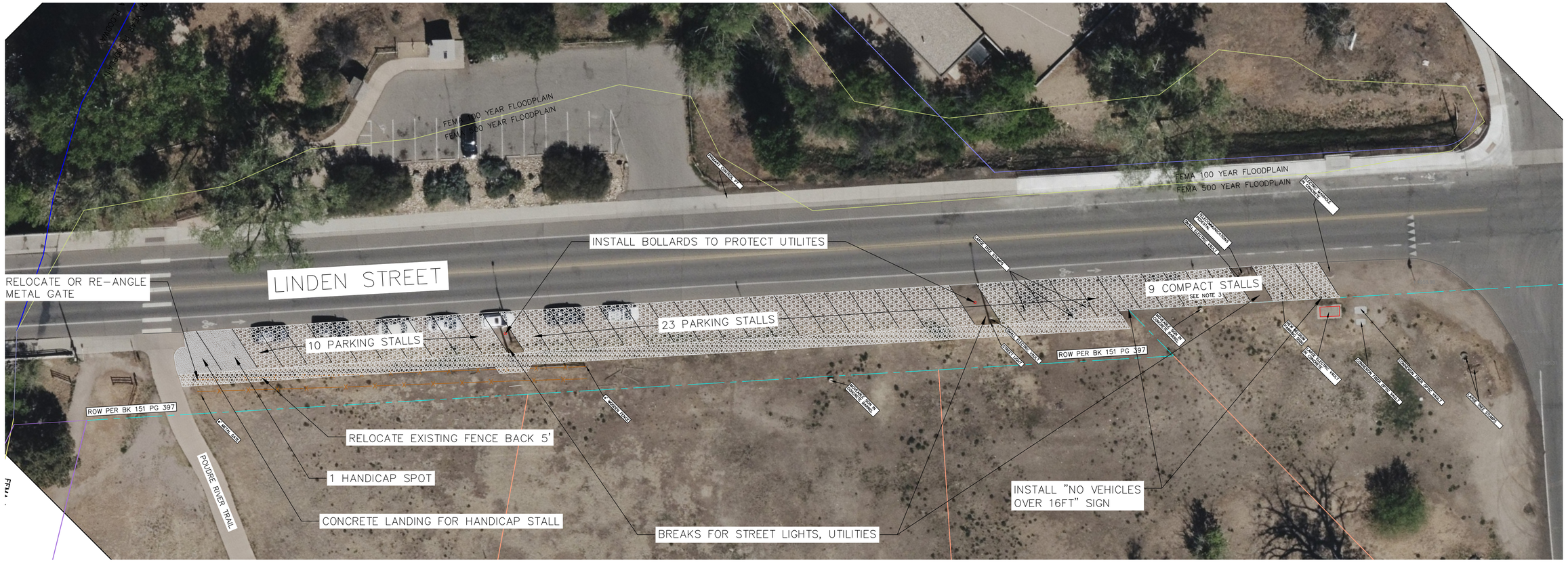
The Project and proposed IGA will be brought before the DDA Board of Directors Meeting on August 13, 2026, where the IGA is expected to be approved. Meeting minutes confirming this will be included with this item prior to second reading. The Project was discussed at the River District meeting on July 17, 2026. River District business owners expressed support for the Project.

PUBLIC OUTREACH

Staff will work with the DDA and the Communications and Public Involvement Office to develop and implement a public engagement plan for the Project.

ATTACHMENTS / LINKS

1. Linden Street Interim Parking Project Plan
2. Resolution 2026-103
3. Ordinance No. 110, 2026



NOTES

1 TOTAL PARKING COUNTS ARE AS FOLLOWS:
  1 HANDICAP
  33 STANDARD SIZED STALLS
  9 COMPACT SIZED STALLS
2 PER LCUASS 19.2.4, ONE HANDICAP SPOT PER BLOCK PER SIDE IS REQUIRED
3 DUE TO ROW LIMITATIONS, THE COMPACT STALLS COULD NOT ACCOMMODATE A GRAVEL PATHWAY BEYOND THE STALLS

SIGNS TO BE INSTALLED STATING "NO VEHICLES OVER 16 FEET"

DEMOLITION QUANTITIES

	DESCRIPTION	UNIT	UNIT COST	TOTAL
1	REMOVE/REPLACE 6 SIGNS	EA	$265	$ 1,590
2	REMOVE 3 FIBERGLASS POLES	EA	$100*	$ 300*
3	REMOVE 4 TREE STUMPS	EA	$205	$ 820
4	RESET 160 LF FENCING	LF	$54	$ 8,640
5	REMOVE/REPLACE 1-2 METAL GATES	EA	$900	$ 1,800
6	REMOVE 168 CY SOIL	CY	$50	$ 8,400
			SUBTOTAL	$21,550

INSTALL QUANTITIES

1	AGGREGATE BASE (334 CY CLASS 6)	CY	$98	$32,740
2	RUBBER PARKING BLOCKS (43 TOTAL)	EA	$72*	$ 3,100*
3	CONCRETE PAVEMENT (6") (54 SY)	SY	$90	$ 4,860
4	"NO VEHICLES OVER 20'" SIGN (2)	EA	$745	$ 1,490
5	BOLLARDS (2)	EA	$1,200	$ 2,400
			SUBTOTAL	$44,590
			CONSTRUCTION SUBTOTAL	$66,140

OTHER QUANTITIES

1	DESIGN ENGINEERING	LS	10%	$ 6,614
2	CONSTRUCTION ENGINEERING	LS	10%	$ 6,614
3	TRAFFIC CONTROL	LS	10%	$ 6,614
3	CONSTRUCTION CONTINGENCY (40%)	LS	40%	$26,456
			SUBTOTAL	$46,298
			TOTAL PROJECT ESTIMATE	$112,438

QUANTITIES ARE BASED ON CDOT COST DATA, UNLESS DENOTED BY AN ASTERISK (*), IN WHICH CASE, COSTS ARE ESTIMATES BASED ON SIMILAR ITEMS

N

GRAPHIC SCALE
20 0 10 20 40
1 INCH = 20 FEET

REVISIONS:	DATE:

CITY OF FORT COLLINS, COLORADO
ENGINEERING DIVISION

City of Fort Collins Engineering

DESIGNED BY:	DRAWN BY:	APPROVED BY:	
JTG	JTG	-	
SCALE:	DATE:	CHECKED BY:	DATE:
1"=20'	7-20-26	-	-

LINDEN STREET - POUDRE TO BUCKINGHAM
INTERIM GRAVEL PARKING

SHEET X OF X

RESOLUTION 2026-103
OF THE COUNCIL OF THE CITY OF FORT COLLINS AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT REGARDING A GRANT FROM THE DOWNTOWN DEVELOPMENT AUTHORITY TO THE CITY OF FORT COLLINS FOR THE LINDEN STREET INTERIM PARKING PROJECT

A. The purpose of this Resolution is to authorize the City to receive and expend Downtown Development Authority ("DDA") grant funds for the Linden Street Interim Parking project (the "Project"). The funds will be used for construction of improvements along the southeast side of Linden Street between the Poudre River and Buckingham Street.

B. The Willow Street Improvements – Linden Street to Lincoln Avenue capital project and a private development project (The Linden), together, are anticipated to temporarily reduce public parking and disrupt access to the River District during their construction activities.

C. The City and the DDA have partnered to mitigate the disruption by redesigning the on-street parking on Linden Street between the Poudre River and Buckingham Street. The existing parking is gravel parallel parking on the southeast side of Linden Street. The improvements would convert the existing parallel parking into gravel pull-in diagonal parking, and in the process, establish the subgrade needed to pave the pull-in parking with asphalt. The existing space accommodates approximately sixteen parallel parking spaces. The proposed diagonal parking would accommodate forty-three spaces.

D. The City and DDA have prepared an intergovernmental agreement ("IGA") to set forth the terms and conditions of the grant funds the DDA plans to provide the City and to establish the DDA's and the City's contributions towards the Project. This IGA is attached as Exhibit A and incorporated herein.

E. 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.

F. 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.

G. City Code Section 1-22 provides that, with some exceptions, IGAs must be submitted to City Council for review. Approval thereof is evidenced by this Resolution.

Funds resulting from the IGA are anticipated to be appropriated via Ordinance No. 110, 2026.

H. City Council finds and determines that the Project and the DDA funding are in the best interests of the City in that they advance the public's health, safety, and welfare by facilitating improvement of the City's transportation and parking infrastructure.

I. City Council further finds and determines that the City Manager be authorized to execute the IGA between the City and the DDA.

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 IGA with the Downtown Development Authority, 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 IGA authorized in Section 1, City Council authorizes the City Manager to approve and execute future amendments to the IGA with the Downtown Development Authority 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 IGA, 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 IGA.

Passed and adopted on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 18, 2026
Approving Attorney: Heather N. Jarvis

Exhibit: Exhibit A – IGA with the DDA

**INTERGOVERNMENTAL AGREEMENT REGARDING
A GRANT OF FUNDS FOR THE LINDEN STREET
INTERIM PARKING PROJECT**

This Intergovernmental Agreement ("Agreement") is made and entered into on the date of last signature below, by and between the CITY OF FORT COLLINS, COLORADO, a Colorado municipal corporation (the "City"), and the FORT COLLINS, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic (the "DDA").

RECITALS:

A. Maintaining adequate levels of public parking within the boundaries of the DDA (the "DDA District") is a matter of substantial concern to the DDA and the City.

B. The City and DDA have cooperated to fund, design, and ultimately construct improvements to Willow Street, between Linden Street and Lincoln Avenue, pursuant to a 2025 intergovernmental agreement between the City and the DDA (the "Willow Street Project"). This Willow Street capital project is nearing the 30% engineering and streetscape design stage, and the City anticipates starting construction in the autumn of 2027.

C. The Willow Street Project and an adjacent impending private development project (called "The Linden") are anticipated to reduce public parking and disrupt access to the River District as a result of the construction processes.

D. The Willow Street Project and The Linden project are located within the DDA District.

E. Pursuant to C.R.S.§31-25-807(2)(d), the DDA Board of Directors has the power to plan and propose public facilities within the DDA District and, according to C.R.S.§31-25-802(8), public facilities specifically include parking facilities.

F. Pursuant to C.R.S.§31-25-808(1)(f), the DDA is empowered to cooperate with the municipality in which the authority is located and to enter into contracts with that municipality.

G. Pursuant to C.R.S.§31-25-808(1)(g), the DDA is empowered to make contributions, grants, and loans to the City that will further the statutory mission of the DDA.

H. Article II, Section 16 of the City Charter empowers the City Council of the City, by ordinance or resolution, to enter into contracts with other governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies.

I. C.R.S. §29-1-203 also provides that governments may cooperate or contract with one another to provide certain services or facilities when such 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.

J. The City and the DDA have partnered to mitigate the parking disruption that will be caused by the Willow Street Project and The Linden project by temporarily redesigning the parking on the southeast side of Linden Street between the Poudre River bridge and Buckingham Street (the "Project"), as depicted in **Exhibit A**, consisting of one (1) page, attached hereto and incorporated herein. The current parking is gravel parallel parking on the southeast side of Linden Street. The improvements will convert the existing parallel parking into gravel pull-in parking, and in the process, establish the subgrade needed to pave the pull-in parking with asphalt at a later date.

K. The City and DDA acknowledge that this Project will result in an interim condition, and the parties agree that it would be beneficial to downtown Fort Collins, and specifically the River District, to collaborate in the future on design options for permanent streetscape improvements (e.g. sidewalks, pedestrian lighting) for the Project area that would support the broader pedestrian goals of the downtown and to accommodate the access needs of future redevelopment occurring on parcels adjacent to the Project area.

L. The availability of adequate public parking will provide a substantial benefit to the DDA District, and the DDA desires to contribute a total of up to one hundred twelve thousand four hundred thirty-eight dollars ($112,438) to the City for the Project.

M. The capital project this Project helps facilitate, the Willow Street Project, is intended to further and fulfill all adopted plans and guidelines of the City pertaining to the River District, including the City Plan, Transportation and Infrastructure Master Plan, Active Modes Plan, Downtown Plan, Parking Plan, River District Streetscape Improvements Project Plan, and the River Downtown Redevelopment Zone District Guidelines.

N. The DDA Plan of Development, approved on September 8, 1981, identifies maintaining adequate levels of parking as a purpose and objective of the DDA, and provides as a plan of development project creation of a "parking program to provide sufficient public parking to service all occupants and owners with in the [DDA] District including, but not limited to the following…construction of parking garages and lots concentrating on areas pf present parking deficiencies and such areas as may require parking facilities in connection with projects undertaken hereafter."

O. The Project is consistent with the statutory goals and purposes of the DDA as set forth in C.R.S.§31-25-801, et seq., and the DDA's Plan of Development and will further the mission of the DDA by increasing safety and improving traffic flow.

P. The DDA Board of Directors, at a meeting held on _____, 2026, approved the contribution to the City of up to one hundred twelve thousand four hundred thirty-eight dollars ($112,438) for the Project.

Q. By Resolution 2026-103, the City Council of the City authorized the City Manager to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties adopt and incorporate into this Agreement the foregoing recitals and agree as follows:

1. **Grant of DDA Funds**. Subject to the conditions in this section, the DDA shall reimburse the City for Project costs and expenses the sum of up to one hundred twelve thousand four hundred thirty-eight dollars ($112,438) under, and subject to, the following terms and conditions:

a. Grant of Funds Reimbursement of Project Costs and Expenses. The City Streets Department (the "Streets Department") shall perform the work shown in Exhibit A. The Streets Department shall prepare billing statements and invoice the DDA for reimbursement once the work is complete, up to the sum of one hundred twelve thousand four hundred thirty-eight dollars ($112,438) (the "Grant Funds"). Any such billing statement shall contain documentation sufficient for the DDA to determine that the costs and expenses for which the City is seeking reimbursement are eligible for reimbursement under Section 1(b) below.

b. Grant Funds – Eligible Costs and Expense. The Grant Funds shall be available to reimburse the City solely for the following costs and expenses: (i) payments to the Streets Department for its performance of the work necessary to complete the Project; and (ii) to cover costs incurred by the City that are directly related to the Project work, including, but not limited to, materials, printing, and document and/or data production or reproduction. The City understands and agrees that Transportation Planning and Engineering Department staff time is not a valid reimbursable expense, and the City shall not receive any funds for Transportation Planning and Engineering Department staff time spent working on the Project or in relation thereto.

c. Expiration of Grant Funds. Grant Funds shall be available only for Project work performed on or before November 1, 2026. The City understands and agrees that it shall not be eligible for reimbursement hereunder for any Project cost or expense incurred after such date unless the parties agree in writing to extend the expiration date.

d. Maximum Amount of Grant Funds under Agreement. The maximum amount of DDA funds that shall be disbursed to the City pursuant to this Agreement shall be one hundred twelve thousand four hundred thirty-eight dollars ($112,438).

2. **DDA Involvement in Designs and Parking Uses/Time Limits**. The City agrees to involve the DDA in the Project as follows:

a. Design Finalization Process. The parties acknowledge that the Project designs, as depicted in Exhibit A, are substantially complete. The City agrees to provide the DDA with a meaningful opportunity to participate in the finalization of the Project designs to include, but not be limited to, providing the DDA with copies of revised and final designs as they are delivered to or created by the City, and the opportunity

to attend meetings at which designs are presented and discussed. The City further agrees to in good faith consider feedback on designs that DDA staff provides.

b. Designation of Parking Uses and Parking Time-Limits. Before starting work on the Project, the DDA and the City must agree on parking uses (e.g., unrestricted parking, time-restricted parking, permit parking) and parking time-limits (e.g., two-hour parking, four-hour parking) for parking spaces within the Project area. The City agrees that it shall not substantially alter the agreed-upon parking uses or parking time-limits for such parking spaces until completion of the Willow Street Project, which the parties anticipate will occur in late 2028 to early 2029, absent reasonable, good-faith justification.

3. **Termination of Agreement**. Either party may terminate this Agreement before the Streets Department begins work, with fifteen days' advance written notice. In the event of termination, this Agreement shall terminate and no grant funds shall be available to the City hereunder . The City agrees that the Streets Department shall not start work until initial parking uses and parking time-limits have been established pursuant to Section 2.b above.

4. **Notice**. All notices to be given to parties hereunder shall be in writing and shall be sent by certified mail to the addresses specified below:

DDA: Downtown Development Authority
Attn: Executive Director
19 Old Town Square, Suite 230
Fort Collins, CO 80524

With a copy to: Liley Law, LLC
Attn: Joshua C. Liley
2727 Redwing Road, Suite 342
Fort Collins, CO 80526

CITY: City of Fort Collins
Attn: Director of Infrastructure Services
215 N. Mason Street
Fort Collins, CO 80521

With a copy to: City of Fort Collins
Attn: City Attorney
300 LaPorte Avenue
Fort Collins, CO 80521

5. **Governing Law**. This Agreement shall be governed by, and its terms construed under, the laws of the State of Colorado.

6. **Annual Appropriations**. Any financial obligations of the DDA or the City arising under this Agreement that are payable after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City

Council of the City, in its discretion, and/or the DDA Board, in its discretion, as applicable

7. **No Third-Party Beneficiaries**. It is the mutual intent of the parties that this Agreement shall inure to the benefit of only the parties hereto. Accordingly, nothing in this Agreement shall be construed as creating any right or entitlement which inures to the benefit of any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last below written.

CITY OF FORT COLLINS, COLORADO,
a Colorado municipal corporation

By: _____
Kelly DiMartino, City Manager

Date: _____

ATTEST:

_____
Delynn Coldiron, City Clerk

APPROVED AS TO FORM:

_____
Heather N. Jarvis, Assistant City Attorney

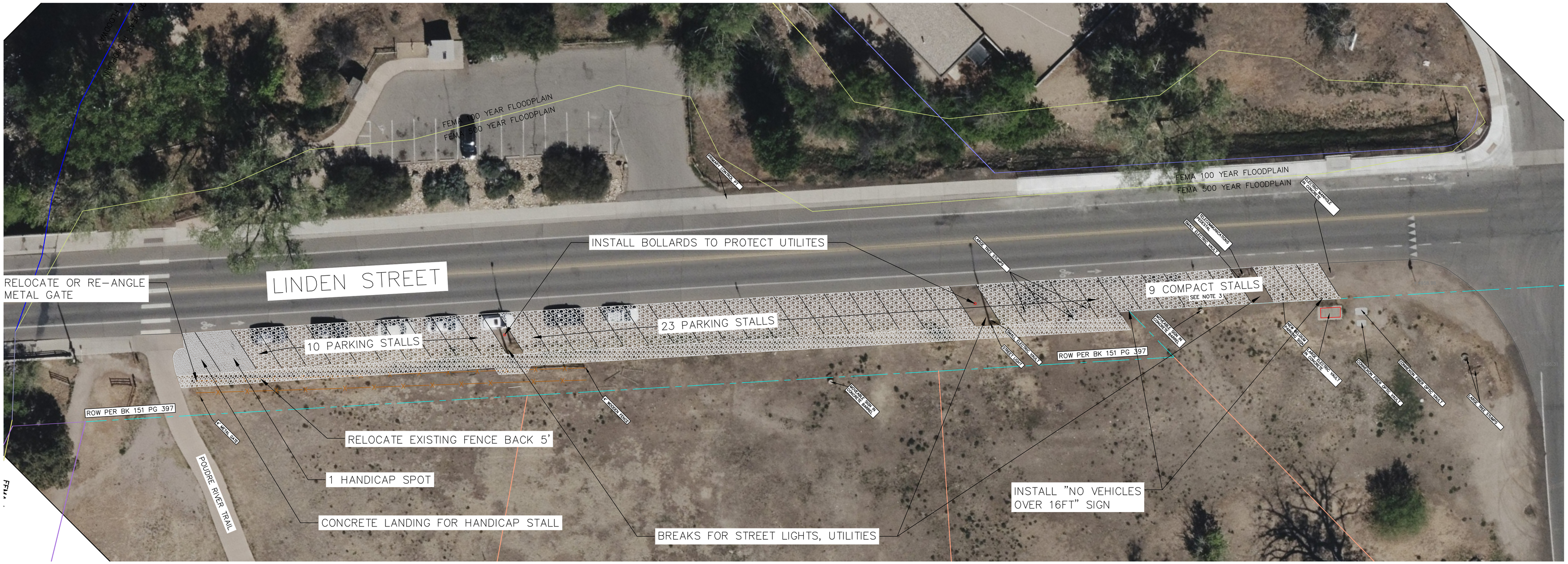
FORT COLLINS, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic

By: _____
Amanda Huston, Chair

Date: _____

ATTEST:

_____
Cheryl A. Zimlich, Secretary



NOTES

1 TOTAL PARKING COUNTS ARE AS FOLLOWS:
- 1 HANDICAP
- 33 STANDARD SIZED STALLS
- 9 COMPACT SIZED STALLS

2 PER LCUASS 19.2.4, ONE HANDICAP SPOT PER BLOCK PER SIDE IS REQUIRED

3 DUE TO ROW LIMITATIONS, THE COMPACT STALLS COULD NOT ACCOMMODATE A GRAVEL PATHWAY BEYOND THE STALLS

SIGNS TO BE INSTALLED STATING "NO VEHICLES OVER 16 FEET"

DEMOLITION QUANTITIES

	DESCRIPTION	UNIT	UNIT COST	TOTAL
1	REMOVE/REPLACE 6 SIGNS	EA	$265	$ 1,590
2	REMOVE 3 FIBERGLASS POLES	EA	$100*	$ 300*
3	REMOVE 4 TREE STUMPS	EA	$205	$ 820
4	RESET 160 LF FENCING	LF	$54	$ 8,640
5	REMOVE/REPLACE 1-2 METAL GATES	EA	$900	$ 1,800
6	REMOVE 168 CY SOIL	CY	$50	$ 8,400
			SUBTOTAL	$21,550

INSTALL QUANTITIES

1	AGGREGATE BASE (334 CY CLASS 6)	CY	$98	$32,740
2	RUBBER PARKING BLOCKS (43 TOTAL)	EA	$72*	$ 3,100*
3	CONCRETE PAVEMENT (6") (54 SY)	SY	$90	$ 4,860
4	MOBILIZATION	LS	$10,000*	$10,000*
5	"NO VEHICLES OVER 20'" SIGN (2)	EA	$745	$ 1,490
6	BOLLARDS (2)	EA	$1,200	$ 2,400
			SUBTOTAL	$54,590
			CONSTRUCTION SUBTOTAL	$76,140

OTHER QUANTITIES

1	DESIGN ENGINEERING	LS	10%	$ 7,614
2	CONSTRUCTION ENGINEERING	LS	10%	$ 7,614
3	TRAFFIC CONTROL	LS	10%	$ 7,614
3	CONSTRUCTION CONTINGENCY (40%)	LS	40%	$30,456
			SUBTOTAL	$53,298
			TOTAL PROJECT ESTIMATE	$129,438

QUANTITIES ARE BASED ON CDOT COST DATA, UNLESS DENOTED BY AN ASTERISK (*), IN WHICH CASE, COSTS ARE ESTIMATES BASED ON SIMILAR ITEMS

GRAPHIC SCALE
20 0 10 20 40
1 INCH = 20 FEET

REVISIONS:	DATE:

CITY OF FORT COLLINS, COLORADO
ENGINEERING DIVISION

DESIGNED BY:	DRAWN BY:	APPROVED BY:	
JTG	JTG	-	
SCALE:	DATE:	CHECKED BY:	DATE:
1"=30'	7-20-26	-	-

LINDEN STREET - POUDRE TO BUCKINGHAM
INTERIM GRAVEL PARKING

SHEET 1 OF 1

ORDINANCE NO. 110, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION FOR THE LINDEN STREET INTERIM PARKING PROJECT

A. The purpose of this Ordinance is to appropriate Downtown Development Authority ("DDA") grant funds in the amount of $112,438 for the Linden Street Interim Parking project (the "Project"). The funds will be used for construction of improvements along the southeast side of Linden Street between the Poudre River and Buckingham Street.

B. The Willow Street Improvements – Linden Street to Lincoln Avenue capital project and a private development project (The Linden), together, are anticipated to temporarily reduce public parking and disrupt access to the River District during their construction activities.

C. The City and the DDA have partnered to mitigate the disruption by redesigning the on-street parking on Linden Street between the Poudre River and Buckingham Street. The existing parking is gravel parallel parking on the southeast side of Linden Street. The improvements would convert the existing parallel parking into gravel pull-in diagonal parking, and in the process, establish the subgrade needed to pave the pull-in parking with asphalt. The existing space accommodates approximately sixteen parallel parking spaces. The proposed diagonal parking would accommodate forty-three spaces.

D. The City and DDA have prepared an intergovernmental agreement ("IGA") to establish the DDA's and the City's current contributions towards the Project as well as other terms and conditions. This IGA was approved by the City Council in Resolution 2026-103.

E. 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.

F. The City Manager has recommended the appropriation 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.

G. Article V, Section 11 of the City Charter authorizes 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.

H. City Council wishes to designate the appropriation herein for the Linden Street Interim Parking Project as an appropriation that shall not lapse until the completion of the Project.

I. The appropriation in this Ordinance benefits public health, safety and welfare of the residents and the traveling public of Fort Collins and serves the public purposes of improving transportation and parking infrastructure and safety within 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. There is hereby appropriated from new revenue or other funds in the Capital Projects fund the sum of ONE HUNDRED TWELVE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS ($112,438) to be expended in the Capital Projects fund for the Linden Street Interim Parking Project.

Section 2. The appropriation herein for the Linden Street Interim Parking 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 August 18, 2026, and approved on second reading for final passage on September 1, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 11, 2026
Approving Attorney: Heather N. Jarvis

Exhibit: None

File Attachments for Item:

24. Resolution 2026-104 Approving Amendments to the Code of Conduct Policy Recommended by the Ethics Review Board.

The purpose of this item is to consider the Ethics Review Board's (the "Board") recommended revisions to the City's Code of Conduct policy. The recommended changes clarify board and commission members' duty to the community, prohibit using board and commission membership to benefit other organizations, protect confidential City information and promote active meeting participation.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Jenny Lopez Filkins, Chief Deputy City Attorney

SUBJECT

Resolution 2026-104 Approving Amendments to the Code of Conduct Policy Recommended by the Ethics Review Board.

EXECUTIVE SUMMARY

The purpose of this item is to consider the Ethics Review Board's (the "Board") recommended revisions to the City's Code of Conduct policy. The recommended changes clarify board and commission members' duty to the community, prohibit using board and commission membership to benefit other organizations, protect confidential City information and promote active meeting participation.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

On June 9, 2026, the Board considered comments made by community member Nick Armstrong about the definition of "personal interest" in the City's ethics rules and its application in a City appointive board decision. He encouraged the Board to address whether a board or commission member has a personal interest in a board or commission action when the matter before the board or commission concerns a cause advocated by a nonprofit corporation, association, board, or civic organization with which the member is affiliated.

Council establishes the City's boards and commissions and has authority to establish rules governing the conduct of their members.

The Board conferred about various options related to clarifying or amending the Code of Conduct to address the question raised by the community member. They expressed their support for amendments to the Code of Conduct that ensure that Appointees who are members of other organizations, associations, initiatives, or non-profit entities have a duty to disclose their membership or participation to their fellow board and commission members and prioritize their duty to act for the benefit of the people of Fort Collins while serving in their Appointee role. The Board also expressed support for amendments that require Appointees to avoid using their position as an Appointee to secure favorable action, preferential treatment or a particularized benefit or advantage for a community organization on which they serve.

The Board supported amendments to the Code of Conduct that prohibit an Appointee from receiving confidential City information related to any matter in which they have outside involvement as a member,

office, employee or representative of a community organization.

The Board also supported amendments to the Code of Conduct that require Appointees to actively participate in their meetings and, if attending remotely, to turn on their camera during a remote meeting. Accommodation due to a disability may be requested. The City's ADA coordinator reviewed the draft language and confirmed it meets applicable standards.

On July 24, 2026, the Board met and considered draft revisions to the Code of Conduct and approved a motion to recommend amendments. The revisions to the Code of Conduct recommended by the Board reorganize other sections of the current version of the Code of Conduct so that the existing and the new provisions are in one section that addresses the conduct of only Appointees.

The draft revisions also:

1) Set the expectation that board and commission members first owe a duty to the community they serve in their roles as board and commission members;
2) Require board and commission members to disclose their membership or leadership roles in a nonprofit entity, board, committee, or initiative ("Organization") to their fellow board and commission members and, if a matter or issue arises during their participation on a City board or commission related to their membership with an Organization or vice versa, they must disclose that to their fellow board or commission members and refrain from using their position as an appointed board or commission member from securing favorable action, preferential treatment, advantage, or a particularized benefit for another Organization;
3) Require board and commission members to avoid using their position on a City board or commission to secure preferential treatment or a particularized benefit for an organization;
4) Prohibit board and commission members from receiving or accessing confidential City information in which they have outside involvement as a member, officer, employee, or representative of an organization;
5) Encourage board and committee members to actively engage or participate in their meetings, including by having their cameras on during remote meetings unless an accommodation for a disability has been requested and approved.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Ethics Review Board recommends adoption of the Board's draft revisions to the Code of Conduct policy.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ethics Review Board Meeting Minutes, June 9, 2026
2. Ethics Review Board Meeting Minutes, July 24, 2026 (draft)
3. Code of Conduct with changes to 2023 version
4. Resolution 2026-104

June 9, 2026, 3:30 pm

ETHICS REVIEW BOARD MEETING MINUTES

COMMITTEE MEMBERS PRESENT: Councilmember Julie Pignataro, Councilmember Amy Hoeven, Councilmember Melanie Potyondy

COUNCILMEMBER PRESENT: Anne Nelsen

STAFF PRESENT: Jenny Lopez Filkins, Briana McCarten

CALL MEETING TO ORDER:

ROLL CALL

Councilmember Pignataro, Councilmember Hoeven, and alternate member Councilmember Anne Nelsen were present at the beginning of the meeting. Councilmember Potyondy joined the meeting at 3:40, after the April 13, 2026, minutes were approved.

APPROVAL OF APRIL 13, 2026, MINUTES

Hoeven moved to approve the minutes from the last committee meeting, which was seconded by Nelsen. The Motion passed unanimously.

Discussion about whether City Code §2-578(b), which is about reporting Councilmember contacts with City staff regarding a non-routine City matter to City Council, should remain as is, be deleted, or be amended.

Senior Deputy City Attorney Jenny Lopez Filkins provided an overview of the Agenda Item Summary (the "AIS") pertaining to the proposed Code change. The AIS presents three options that address the circumstances that gave rise to the Code change.

Pignataro pointed out that discussion of the proposed Code change should consider any potential circumstances and not only the circumstances specific to Advisory Opinion 2026-1.

Pignataro expressed her preference for Option 2 presented in the AIS, which modifies the trigger for reporting to exclude reporting requests made in the course of administering a project that has already been disclosed or approved pursuant to ethics rules. Lopez Filkins clarified that Option 2 would continue to prohibit requests for special treatment, would continue to prohibit the circumstances that brought this topic to the fore, and requires reporting contacts with City staff that are not in relation to a non-routine City matter and is not within the Councilmember's role as an officer of the City.

Hoeven expressed her opinion that Option 2 did not address all situations that a Councilmember could face when deciding what requests should be reported. Hoeven questioned whether Section 2-578(b) needs to be changed because the current language already prohibits requests for special treatment. Lopez Filkins advised that Option 1, which outlines specific exceptions to the reporting requirements, states a Councilmember is exempt from reporting requests that do not seek special treatment and are within the scope of a Councilmember's role as a City officer.

Lopez Filkins explained that each option presented in the AIS creates an exception to the reporting requirements. Hoeven stated her preference for the two options that describe the exceptions more specifically.

Lopez Filkins recalled that City Council enacted the reporting requirements in response to a previous Councilmember's request for special treatment related to fees and rates regarding a development within the City.

Pignataro reiterated that the question before the Ethics Review Board (the "Board") is whether to keep Section 2-578(b) as it is currently written, delete the Section, or amend the Section.

Nelsen expressed her preference for Option 1 because it offers clarity and would be easy to apply to future Councilmembers' circumstances. Potyondy expressed her desire to ensure that Section 2-578(b) is applicable to future circumstances. Lopez Filkins stated her opinion that the exceptions outlined in Option 1 are broad enough to apply to circumstances in which a Councilmember is working on a project for the City in the scope of their employment.

Pignataro expressed her opinion that Option 1 could be interpreted to exempt all Councilmember requests to City staff from the reporting requirements. Lopez Filkins suggested adding language to Option 1 that would make an exception to the reporting requirement contingent upon the services being provided on behalf of the City comply with ethics rules. Lopez Filkins then suggested adding language to Option 1 that would make an exception to the reporting requirement contingent upon a Councilmember receiving an ethics opinion confirming that the services they provide to the City are not a conflict of interest.

Potyondy expressed her preference for Option 3, which permits making a disclosure at the beginning of project in which a Councilmember provides services to the City and then excepting subsequent requests related to the project, because it provides transparency to the public provided that it include a requirement that the Councilmember had sought an ethics opinion related to the services. Lopez Filkins suggested adding language to Option 3 that would require an ethics opinion authorizing the services provided to the City prior to the project being exempted from reporting requirements.

Potyondy stated that if Option 1 is selected, she would like it to include a requirement that a Councilmember seek an ethics opinion authorizing the services provided to the City prior to the project being exempted from reporting requirements, following all ethics rules,

and keeping Council apprised of any projects or services provided to the City in the scope of their employment.

Lopez Filkins asked the Board to confirm that they would like to recommend to City Council an amendment to Section 2-578(b) that reflects Option 1. The Board confirmed and then paused the meeting so that Lopez Filkins could draft proposed code language that incorporates the Board's comments.

The Board reconvened.

Lopez Filkins presented her draft proposed code language to the Board.

Lopez Filkins advised that language in subsection 1 requiring an ethics opinion be issued and approved by City Council should explain that the requirement should explain the work that the opinion permits.

Potyondy asked if subsection 2 would apply to a Councilmember's work on services to the City generally or if they would be required to report every project in which they provide services to the City. The Board discussed that it would not be onerous to report each project.

The Board differentiated subsections 2 and 4. Subsection 2 relates to filing a disclosure, while subsection 4 relates to the specific service to the City at issue.

"Special treatment" is addressed in section 2-576 of Code, but "preferential treatment" is not. The Board struck "preferential treatment" from subsection 5. "

Regarding subsection 5, Potyondy asked if a modification of "applicable requirements" would fall under a "waiver" or "discretionary action". The Board added "or modification" to subsection 5.

Potyondy stated her opinion that the edited version of the proposed Code language is sufficient.

Potyondy moved to approve the proposed amendments to Code section 2-576(b). Hoeven seconded the motion. The motion passed unanimously.

The City Attorney's Office will present the proposed amendments to City Council at a date to be determined.

Evaluating circumstances that may trigger a "personal interest," as that term is defined in the Charter and City Code in response to Nick Armstrong's September 30, 2025, submission

Pignataro summarized the circumstances that led to Armstrong's submission. In 2025, some Board and Commission members failed to disclose involvement in a community organization. Armstrong questioned what circumstances trigger a "personal interest" as that term is defined in the City Charter and Code.

Pignataro suggested that the Board could decide to leave the language as it is or propose amendments. Pignataro expressed her opinion that the definition in Charter and Code should be left as it is because a broad definition will encompass more possible situations that could constitute a “personal interest”.

Hoeven expressed her opinion that the Charter and Code definition be left as is because if a board or commission member were to allow a personal interest to inform their decision as a board or commission member, it does not implicate the safeguards contemplated in the Charter or Code.

Potyondy expressed her opinion that the Charter and Code definition be left as is because the Code of Conduct, which is not codified, can be adjusted to include real world examples whereas changes Code language is more difficult. Lopez Filkins clarified that City Council approved the Code of Conduct and therefore any changes would need to be presented to City Council. Lopez Filkins then suggested that “personal interest” could be more fully explained in the Boards and Commissions Manual (the “Manual”).

Lopez Filkins clarified that the application process for a Board or Commission member includes a statement that the applicant will abide by the Code of Conduct and that the resolution appointing boards and commissions members makes clear that the individual has agreed to comply with the Code of Conduct.

Lopez Filkins stated that neither the Manual nor the Code of Conduct contemplates the situation presented in Armstrong’s submission.

Lopez Filkins explained that the current definition of “personal interest” requires a “substantial and direct” interest. Two other municipalities’ codes use the terms “direct” and “indirect” but do not include the term “substantial”. Lopez Filkins asked if a Board or Commission member’s involvement in an outside community organization is a substantial or direct interest. Hoeven expressed her opinion that the terms “influence” and “interferes” may apply to the circumstances in Armstrong’s submission.

Lopez Filkins pointed out that the definition of “personal interest” is part of the City Charter and therefore any amendments to the definition would need to be a ballot initiative.

Lopez Filkins suggested that a matrix could be added to the Manual or the Code of Conduct and provides whether specific examples would qualify as a personal interest. Lopez Filkins also presented the option to add a topic to the Manual that when a board or commission member is involved in an outside community organization, they should disclose that involvement prior to participating in a vote of the board or commission. If the involvement does rise to the level of personal interest, they may not participate in the vote and advocate for the position of the outside community organization.

Potyondy expressed that it would be beneficial to explicitly delineate the difference between an individual’s role as a board or commission member versus their role in an outside community organization. Lopez Filkins clarified that any change to the Manual must be approved by a City Council resolution.

Pignataro discussed that an individual's role as a board or commission member may conflict with their role in an outside community organization. Potyondy stated that it is beneficial to a board or commission for a member to state the role in which they are acting on behalf of.

Lopez Filkins suggested the option to add an explanation of "personal interest" into the Manual that is similar to other municipalities' definitions. Pignataro talked about how other municipalities' definitions address a councilmember's intent to interfere, which is not part of the City's definition. The Board discussed that any addition to the Manual could include a statement about how the intent to interfere would qualify as a personal interest. Lopez Filkins suggested including a policy in the Manual stating that a board or commission member should abstain from voting on a decision if they think they are influencing a decision based on their involvement with an outside community organization. Potyondy suggested a statement addressing independence of judgment. Pignataro suggested including a statement that a board member should err on the side of caution when evaluating if their involvement in an outside community organization could influence their or other board members' decision-making. Lopez Filkins clarified that there are remedies for violations of the Manual. Pignataro stated her preference for imposing a deadline for the boards and commissions coordinator to draft changes to the Manual. The Board suggested that it is a good opportunity to make other additions, such as setting an expectation that board or commission members turn on their cameras while participating in a remote meeting.. Potyondy requested that the boards and commissions coordinator consult the City's ADA coordinator with respect to accommodation requests related to turning cameras on during remote meetings.

OTHER BUSINESS

None.

ADJOURNMENT

The meeting adjourned at 4:50 pm.

Minutes approved by the Chair and a vote of the Board on July 24, 2026.

July 24, 2026, 4:00 pm

ETHICS REVIEW BOARD MEETING MINUTES

COMMITTEE MEMBERS PRESENT: Councilmember Julie Pignataro, Councilmember Melanie Potyondy, and alternate member Councilmember Anne Nelsen

STAFF PRESENT: Jenny Lopez Filkins, Briana McCarten, Rupa Venkatesh

1. CALL MEETING TO ORDER

Board Chair Pignataro called the meeting to order at 4:00 p.m.

2. ROLL CALL

Councilmember Pignataro, Councilmember Potyondy, and alternate member Councilmember Nelsen were present.

3. APPROVAL OF JUNE 9, 2026, MINUTES

Potyondy moved to approve the minutes, and Nelsen seconded. The motion passed unanimously.

4. Discussion finalizing changes to City Code §2-578 (b), which is about reporting Councilmember contacts with City staff regarding a non-routine City matter to City Council

Chief Deputy City Attorney Jenny Lopez Filkins reviewed the conversation from the June 9, 2026, Ethics Review Board (the "Board") meeting in which the Board discussed scenarios in which a Councilmember has contact with City staff about a non-routine matter and the requirement that the Councilmember report such contact. On June 9, 2026, the Board agreed on draft language to add to City Code Section 2-578 that outlines when a Councilmember must report non-routine contact with City staff. The Board looked at the City Attorney's Office's changes to the June 9 language and discussed making one grammatical change from "comply" to "complies". The Board had no other changes to the proposed Code language.

5. Discussion of changes to Code of Conduct to address duty of loyalty in role as board or commission member and treatment of confidential information received

Lopez Filkins reviewed the conversation from previous meetings around the definition of "personal interest". Previously, the Board looked at other municipalities' definitions as well as discussed scenarios in which "personal interest" was an issue. Lopez Filkins recalled for the Board that Nick Armstrong had submitted a complaint to the Board that involved a different Board's members' personal interests. At its June 9, 2026, meeting the Board discussed establishing a standard that if a Board or Commission member is

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serving on another local organization, they need to prioritize their obligations as a City Board or Commission member over the interests of the other local organization. The Board member must also refrain from using City confidential information to the advantage of the other local organization.

Lopez Filkins proposed changes that would amend the City's Code of Conduct that applies to Board and Commission members. Lopez Filkins explained that sections that only applied to Board and Commission members were moved and incorporated into a new section 18 that applies to all Appointees. Lopez Filkins solicited input from the Board. Potyondy expressed her approval of the content of the draft language generally and pointed out inconsistencies in the use of "your" versus "Board member" throughout. Potyondy stated her opinion that it would be efficient to use "Board member" in this new language to maintain consistency with the rest of the Code of Conduct. Nelsen expressed her approval of the proposed language. Pignataro expressed that the proposed language captured the Board's intent to clarify the City's expectations of a Board or Commission member.

The Board suggested a change to the language in a new section 12 addressing active engagement while participating in hybrid meetings. The Board discussed the availability of accommodations due to a disability and suggested working with the ADA Coordinator in the City's Equity Office to ensure the language is adequate.

Lopez Filkins confirmed that changes to the Code of Conduct must be taken to City Council. The Board would like to put this on the August 18 Council agenda.

Pignataro asked that Lopez Filkins let her know if the ADA Coordinator has any major concerns with the language about accommodations.

6. OTHER BUSINESS

Potyondy thanked the City Attorney's Office for the work on these two agenda items.

7. ADJOURNMENT

The meeting adjourned by unanimous consent at 4:22 p.m.

Minutes approved by the Chair and a vote of the Board on , 2026

DRAFT

City Council
300 Laporte Avenue
P.O. Box 580
Fort Collins, CO 80522

Code of Conduct

Purpose:

Fort Collins aspires to be a city that addresses the needs of all members of our community and strives to ensure that everyone has the opportunity to thrive. As a community, we commit to building a healthy, equitable, and resilient city – for our families, for our neighbors, and for future generations. The high quality of life we enjoy requires a city that is safe and where all individuals are treated with dignity and respect. The Mayor and City Council are committed to providing an environment that exemplifies the highest standards of behavior and is known for its honesty, inclusivity and transparency. Our elected officials and those they appoint believe that how they treat others is a direct reflection of our collective character.

Application:

This policy applies to board and commission members appointed by the City Council. The Council also adopts this policy to establish standards for Councilmember interactions with board and commission members, staff, and amongst Councilmembers. The term "Appointees" refers to appointed board and commission members. The term "Members" refers to both appointees and City Council.

The City Council appoints individuals who:

- Comply with both the letter and the spirit of the laws and policies affecting operations of boards and commissions.
- Are independent, impartial, and fair in their judgment and actions.
- Participate in assigned duties and functions for the public good.
- Conduct public deliberations and processes openly, unless legally confidential, in an atmosphere of respect and civility toward each other, City staff, and members of the public.
- Learn and understand the legal and ethical requirements that apply to public officials and processes.

Therefore, Mmembers ~~commit to the following~~must:

1. ~~To u~~Uphold the standards of integrity and honesty with the intention of using true and accurate evidence and/or statements in the decision-making process, and making decisions based on the best interest of the city and its residents.

2. ~~To c~~Conduct business of their board or commission that is within the scope of the specific board or commission functions as described in the Fort Collins Municipal Code.

3. ~~To p~~Perform Council liaison assignments and duties as described in the Fort Collins Municipal Code.

4. Familiarize themselves with, adhere to, and comply with established policies and laws, as applicable:
   - The City of Fort Collins Boards and Commissions Manual
   - Colorado's Sunshine Laws regarding open meetings and public records – as outlined in the Council Resource Guide
   - The City of Fort Collins Charter and Municipal Code; specifically, the ethical rules of conduct and the open meetings, remote meetings, notice and minutes of meetings, board or commission action and attendance requirements (see Fort Collins Municipal Code §§2-71 through 2-79)
   - The City Council-adopted Anti-Discrimination and Anti-Harassment Policy, which prohibits harassment, discrimination and retaliation based on a person's protected characteristics.

5. Avoid all *ex parte* communications (communications with anyone about a pending issue including communication with City staff) about quasi-judicial matters.

6. ~~To b~~Be aware of the open records requirement that applies to written notes, calendars, voicemail messages, and e-mail. All written or recorded materials including notes, voicemail, text messages, and e-mail that discuss or touch on public business or the functions of the board or communication will likely be subject to disclosure to a requesting party.

~~7. Appointees are encouraged to meet with their Staff or City Council liaison to discuss any concerns regarding work that may be outside the scope of designated functions, conflicts of interest, appearance of impropriety, *ex parte* communications, or gifts. Appointees must make disclosures to the City Clerk's Office as appropriate under the circumstances.~~

~~8.~~7.Make decisions based on the merits of the issue, while treating all persons and decisions in a respectful and equitable manner and committing to conducting business in a way that exemplifies transparency and open communication.

~~9.~~8.Respect the legitimacy and authority of decisions that have been finalized –regardless of personal position on the matter.

~~(For Appointees) Strive to represent the official policies and positions of their board or commission when serving in the member role. When presenting their personal opinions or positions in a public meeting, such as a City Council meeting, Appointees shall explicitly state that they are not representing their board or commission or the City.~~

~~10. (For Appointees) Avoid actively participating in matters that interfere with a quasi-judicial commission member's ability to remain impartial in making decisions.~~

~~11.~~9. Continue respectful behavior among Members and City staff when communicating in private. The same level of respect and consideration of differing points of view should be maintained in private conversations.

~~12.~~10. ~~To u~~Use public resources (e.g., staff time, equipment, supplies, or facilities) appropriately and in a manner that fosters stewardship of the taxpayer and ratepayer dollar.

~~13. Attend meetings of your board or commission. Because contemplation, deliberation, and decision-making require collaboration and participation, Appointees are expected to attend their meetings. Appointees must comply with attendance requirements described in Fort Collins Municipal Code § 2-79. Appointees commit to attend any required trainings and even suggested trainings that enhance a member's ability to serve.~~

11. Turn on their camera if attending a board or commission meeting remotely. (Accommodation due to a disability may be requested.)

~~14.~~12. ~~To r~~Respect fellow Members, staff, and the public by treating all with patience, courtesy, and civility at all times during the performance of official duties, regardless of differences of opinion.

~~15.~~13. Avoid making personal, profane, vulgar, slanderous, humiliating, intimidating, or harassing remarks that disturb, disrupt, or impede the conduct of the meeting or the completion of the meeting agenda. Similarly, abusive language, intimidation, threats of violence or harm, or racial or ethnic slurs directed at any person or group of persons are prohibited. Members are expected to know that problematic behavior can cause the targets of behavior to feel threatened, humiliated, or intimidated and such conduct is detrimental to the proper functioning of a public body. Members are expected to avoid publicly ridiculing or insulting fellow Members, members of the public, and City staff.

~~16.~~14. Act in furtherance of the principle that healthy discourse occurs when individuals of all backgrounds and personalities are allowed to respectfully speak candidly about matters of interest, ask difficult questions, challenge ideas and propositions, and work together toward optimal solutions in a respectful manner.

~~17.~~15. Explain to a person who engages in disrespectful treatment that the behavior is disrespectful and, if the person who is the target of the behavior feels comfortable doing so, ask that they discontinue the behavior. If this does not change the behavior, the person who believes they are being treated disrespectfully is strongly encouraged to report the behavior using the process described in Fort Collins Municipal Code §2-580.

16. Report behavior that is disruptive, humiliating, intimidating, or threatening or otherwise in violation of this Code of Conduct in the performance of City business, at City-sponsored events, and in all interactions between members, City staff, or the public to the staff liaison and the Boards and Commissions Coordinator. Complaints of such behavior will be

processed following procedures in the Fort Collins Municipal Code.

17. Appointees must:

(a) Attend board and commission meetings. Because contemplation, deliberation, and decision-making require collaboration and participation, Appointees must attend and actively engage or participate in their meetings. Appointees must comply with attendance requirements described in Fort Collins Municipal Code § 2-79. Appointees commit to attend any required trainings and even suggested trainings that enhance their ability to serve.

(b) Avoid actively participating in matters that interfere with a quasi-judicial commission Appointee's ability to remain impartial in making decisions

(c) Meet with Staff or City Council liaison to discuss any concerns regarding work that may be outside the scope of designated functions, conflicts of interest, appearance of impropriety, *ex parte* communications, or gifts. Appointees must make disclosures to the City Clerk's Office as appropriate under the circumstances.

(d) Strive to represent the official policies and positions of their board or commission when serving in the Appointee role. When presenting their personal opinions or positions in a public meeting, such as a City Council meeting, Appointees shall explicitly state that they are not representing their board or commission or the City.

(e) Carry out board and commission member duties for the benefit of the people of Fort Collins. Appointees must disclose their membership or leadership role(s) in nonprofit entities, associations, boards, committees, and initiative ("Organization") to their fellow board or commission members. If a City matter or issue arises during their participation on a City board or commission related to their membership with an Organization or vice versa, Appointees must disclose those relationships to their fellow board or commission members and comply with all applicable ethics and disclosure requirements. Appointees must not use their position as an Appointee to secure favorable action, preferential treatment or a particularized benefit or advantage for an Organization. Nothing in this provision prohibits an Appointee from advocating for policies or initiatives that broadly affect a class of organizations, industries, or community interests. Appointees should contact their Council liaison if they have questions or need guidance.

(f) Receiving or accessing confidential City information related to any matter in which an Appointee has outside involvement as a member, officer, employee, or representative of an Organization is prohibited.

Appointees may not be reappointed and are subject to censure or dismissal by the appointing authority for misconduct, nonperformance of duty, or failure to comply with this Code of Conduct, applicable policies, and the Fort Collins City Charter and Municipal Code.

I have read and understand the City of Fort Collins Code of Conduct and agree to abide by and uphold this code to the best of my ability at all times while serving as an appointed or elected official of the city.

I understand that I may not be reappointed, and may be suspended, censured or removed from my appointment if my conduct falls below these standards.

Signature: _____ Date: _____

Printed Name: _____

RESOLUTION 2026-104
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING AMENDMENTS TO THE CODE OF CONDUCT
POLICY RECOMMENDED BY THE ETHICS REVIEW BOARD

A. On June 9, 2026, the Ethics Review Board (the "Board") considered comments made by a community member about the definition of "personal interest" in the City's ethics rules. The community member encouraged the Board to address whether a board or commission member has a personal interest in a board or commission action when the matter before the board or commission concerns a cause advocated by a nonprofit corporation, association, board, or civic organization with which the member is affiliated.

B. The City's Code of Conduct policy applies to board and commission members as well as Councilmembers. The Code of Conduct requires board and commission members appointed by City Council ("Appointees") to acknowledge their commitment to providing an environment that exemplifies the highest standards of behavior.

C. The Board conferred about various options related to clarifying or amending the Code of Conduct to address the question raised by the community member. They support amendments to the Code of Conduct that ensure that Appointees who are members of other organizations, associations, initiatives, or non-profit entities have a duty to disclose their membership or participation to their fellow board and commission members and prioritize their duty to act for the benefit of the people of Fort Collins while serving in their Appointee role.

D. The Board also supports amendments that require Appointees to avoid using their position as an Appointee to secure favorable action, preferential treatment or a particularized benefit or advantage for a community organization on which they serve.

E. The Board unanimously supports revisions to the Code of Conduct that prohibit Appointees from receiving or accessing City confidential information about a matter in which they have outside involvement as a member, officer, employee or representative of an organization.

F. The Board also recommends revisions to the Code of Conduct that call for Appointees to actively engage in the business of their board and commission and, for those who participate in remote meetings, to turn on their cameras. An individual may request an accommodation for a disability that affects their ability to participate with their camera turned on.

G. Other proposed revisions reorganize the current Code of Conduct so that existing and new provisions governing Appointee conduct are consolidated into a single section applicable only to Appointees.

H. On July 24, 2026, the Board met and considered draft revisions to the Code of Conduct consistent with their objectives and approved a motion to recommend amendments to the Code of Conduct shown on Exhibit A, attached hereto and incorporated herein by this reference.

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 adopts the Code of Conduct attached hereto as Exhibit A.

Section 2. City Council directs that the Code of Conduct be included as an appendix to the City Council-approved Boards and Commissions Manual.

Passed and adopted on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 18, 2026
Approving Attorney: Jenny Lopez Filkins

Exhibit: Exhibit A - Code of Conduct

City Council
300 Laporte Avenue
P.O. Box 580
Fort Collins, CO 80522

Code of Conduct

Purpose:

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Application:

This policy applies to board and commission members appointed by the City Council. The Council also adopts this policy to establish standards for Councilmember interactions with board and commission members, staff, and amongst Councilmembers. The term "Appointees" refers to appointed board and commission members. The term "Members" refers to both appointees and City Council.

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- Conduct public deliberations and processes openly, unless legally confidential, in an atmosphere of respect and civility toward each other, City staff, and members of the public.
- Learn and understand the legal and ethical requirements that apply to public officials and processes.

Therefore, Members must:

1. Uphold the standards of integrity and honesty with the intention of using true and accurate evidence and/or statements in the decision-making process, and making decisions based on the best interest of the city and its residents.

2. Conduct business of their board or commission that is within the scope of the specific board or commission functions as described in the Fort Collins Municipal Code.

3. Perform Council liaison assignments and duties as described in the Fort Collins Municipal Code.

4. Familiarize themselves with, adhere to, and comply with established policies and laws, as applicable:

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7. Make decisions based on the merits of the issue, while treating all persons and decisions in a respectful and equitable manner and committing to conducting business in a way that exemplifies transparency and open communication.

8. Respect the legitimacy and authority of decisions that have been finalized –regardless of personal position on the matter.

9. Continue respectful behavior among Members and City staff when communicating in private. The same level of respect and consideration of differing points of view should be maintained in private conversations.

10. Use public resources (e.g., staff time, equipment, supplies, or facilities) appropriately and in a manner that fosters stewardship of the taxpayer and ratepayer dollar.

11. Turn on their camera if attending a board or commission meeting remotely. (Accommodation due to a disability may be requested.)

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14. Act in furtherance of the principle that healthy discourse occurs when individuals of all backgrounds and personalities are allowed to respectfully speak candidly about matters of interest, ask difficult questions, challenge ideas and propositions, and work together toward optimal solutions in a respectful manner.

15. Explain to a person who engages in disrespectful treatment that the behavior is disrespectful and, if the person who is the target of the behavior feels comfortable doing so, ask that they discontinue the behavior. If this does not change the behavior, the person who believes they are being treated disrespectfully is strongly encouraged to report the behavior using the process described in Fort Collins Municipal Code §2-580.

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    (b) Avoid actively participating in matters that interfere with a quasi-judicial commission Appointee's ability to remain impartial in making decisions

    (c) Meet with Staff or City Council liaison to discuss any concerns regarding work that may be outside the scope of designated functions, conflicts of interest, appearance of impropriety, *ex parte* communications, or gifts. Appointees must make disclosures to the City Clerk's Office as appropriate under the circumstances.

    (d) Strive to represent the official policies and positions of their board or commission when serving in the Appointee role. When presenting their personal opinions or positions in

a public meeting, such as a City Council meeting, Appointees shall explicitly state that they are not representing their board or commission or the City.

(e) Carry out board and commission member duties for the benefit of the people of Fort Collins. Appointees must disclose their membership or leadership role(s) in nonprofit entities, associations, boards, committees, and initiative ("Organization") to their fellow board or commission members. If a City matter or issue arises during their participation on a City board or commission related to their membership with an Organization or vice versa, Appointees must disclose those relationships to their fellow board or commission members and comply with all applicable ethics and disclosure requirements. Appointees must not use their position as an Appointee to secure favorable action, preferential treatment or a particularized benefit or advantage for an Organization. Nothing in this provision prohibits an Appointee from advocating for policies or initiatives that broadly affect a class of organizations, industries, or community interests. Appointees should contact their Council liaison if they have questions or need guidance.

(f) Receiving or accessing confidential City information related to any matter in which an Appointee has outside involvement as a member, officer, employee, or representative of an Organization is prohibited.

Appointees may not be reappointed and are subject to censure or dismissal by the appointing authority for misconduct, nonperformance of duty, or failure to comply with this Code of Conduct, applicable policies, and the Fort Collins City Charter and Municipal Code.

I have read and understand the City of Fort Collins Code of Conduct and agree to abide by and uphold this code to the best of my ability at all times while serving as an appointed or elected official of the city.

I understand that I may not be reappointed, and may be suspended, censured or removed from my appointment if my conduct falls below these standards.

Signature: _____ Date: _____

Printed Name: _____

File Attachments for Item:

25. Resolution 2026-105 Supporting an Application for a Great Outdoors Colorado Land Acquisition Grant.

The purpose of this item is to obtain Council support for Natural Areas to apply for the Great Outdoors Colorado (“GOCO”) Land Acquisition Grant.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Julia Feder, Natural Areas Conservation and Planning Manager
Tawnya Ernst, Natural Areas Lead Specialist
Carisa Clinton, Grants Administration Manager

SUBJECT

Resolution 2026-105 Supporting an Application for a Great Outdoors Colorado Land Acquisition Grant.

EXECUTIVE SUMMARY

The purpose of this item is to obtain Council support for Natural Areas to apply for the Great Outdoors Colorado ("GOCO") Land Acquisition Grant.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

The City, in partnership with The Conservation Fund, Colorado Parks and Wildlife ("CPW"), and Larimer County seeks to acquire and permanently protect one of the last large, unprotected properties within the Mountains to Plains Conservation Corridor. Located northwest of Fort Collins, this ranch occupies the geographic and ecological center of one of Colorado's most significant connected conservation landscapes, offering a once-in-a-generation opportunity to complete nearly 40 years of coordinated land conservation. Through complementary ownership by the City and CPW, the project will permanently protect the ranch while creating exceptional opportunities for public access, including hunting, fishing, hiking, wildlife viewing, environmental education, and other compatible outdoor recreation.

CITY FINANCIAL IMPACTS

A completed independent appraisal values the City's purchase of the entire 4,507-acre ranch at $5,500 per acre for a total land value of $24,788,500. A separate appraisal of the partially intact mineral estate that will be conveyed with the purchase indicates a value of $36,100. The City expects to retain approximately 3,000 acres permanently and to convey the remaining acres to The Conservation Fund for eventual transfer to CPW. The GOCO grant request of $4,000,000, if awarded, will be applied to property acquisition costs.

For the grant application, the City is prepared to commit $9,000,000 in local matching funds, subject to approval by Council. Larimer County will commit $5,000,000, subject to approval by the Larimer County Board of County Commissioners. If GOCO awards the Grant to the City, the County, CPW and The Conservation Fund, City staff will ask Council, by separate resolution, to authorize the City to enter into a

grant agreement with GOCO, the County, CPW and The Conservation Fund for the acquisition and provide any other necessary authorization.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. Resolution 2026-105

RESOLUTION 2026-105
OF THE COUNCIL OF THE CITY OF FORT COLLINS
SUPPORTING AN APPLICATION FOR A GREAT OUTDOORS COLORADO LAND ACQUISITION GRANT

A. The City's Natural Areas Department, in partnership with Larimer County (the "County"), Colorado Parks and Wildlife ("CPW") and The Conservation Fund, is seeking to apply for a grant through Great Outdoors Colorado ("GOCO") for a GOCO Land Acquisition Grant (the "Grant") to acquire a ranch northwest of Fort Collins (the "Property").

B. Acquiring the Property would help conserve approximately 4,500 acres in the geographic and ecological center of one of Colorado's most significant connected conservation landscapes, and create exceptional opportunities for public access, including hunting, fishing, hiking, wildlife viewing, environmental education, and other compatible outdoor recreation.

C. The City is seeking Grant funds in the amount of $4,000,000. The City will commit $9,000,000 in dedicated City Natural Area funds as part of its grant application, subject to approval by City Council. Larimer County will commit $5,000,000, subject to approval by the Larimer County Board of County Commissioners.

D. If GOCO awards the Grant to the City, the County, CPW and The Conservation Fund, City staff will ask City Council, by a separate resolution, to authorize the City to enter into a grant agreement with GOCO, the County, CPW and The Conservation Fund for the acquisition and provide any other necessary authorization.

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 strongly supports the GOCO Land Acquisition Grant Application and that if the Grant is awarded City Council strongly supports the plan to acquire the Property.

Passed and adopted on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 18, 2026
Approving Attorney: Ted Hewitt

Exhibit: None

File Attachments for Item:

Staff Report: Rental Housing Program Update

The purpose of this item is to provide an update on the Rental Housing Program.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Vanessa Fenley, Housing and Community Vitality Senior Housing Manager
Marcy Yoder, Housing and Community Vitality Senior Manager

SUBJECT

Staff Report: Rental Housing Program Update

EXECUTIVE SUMMARY

The purpose of this item is to provide an update on the Rental Housing Program.

BACKGROUND / DISCUSSION

The Rental Housing Program supports the City's vision to ensure everyone has healthy, stable housing they can afford by implementing a multi-faceted approach of compliance and incentives, with a rental registration process serving as the platform for providing other program components. Through the registration process, the program can accurately identify rental properties and maintain contact with property owners, following up with opportunities and timely information impacting property owners, property managers, and tenants.

Program Background

Exploring options for rental registrations is a strategy in the 2021 Housing Strategic Plan. The Rental Housing Program was approved by City Council in 2023, with 2024 serving as a pilot year in which registration was encouraged and incentivized but not enforced. Now in its second year of full implementation, staff are focused on increasing compliance rates and expanding program components benefiting both property owners and tenants. The Rental Housing Program is staffed with 5 FTEs, although one position, a Coordinator primarily supporting registration efforts, is currently vacant.

In 2025, the program secured almost $475,000 in revenue and covered over 97% of the total program costs ($484,877), with remaining program costs supported by general fund revenue. The 2026 program budget is approximately $506,000, and as of the end of July 2026, the program has collected over $237,000 of program revenue through registration fees. Around 70% of registration revenue in 2025 was collected in Q1 (36% of total revenue) and Q4 (almost 34% of total revenue), due to the timing of most registration renewals. Q1 of 2026 followed a similar pattern from 2025, and staff anticipate a comparable bump in revenue in Q4 of 2026. The program was designed to be revenue neutral by 2027, covering all program costs through program-generated revenue.

Program Components

Four primary components comprise the Rental Housing Program:

- Rental registration

- Landlord and tenant education
- Grants and incentives
- Complaint-based inspections

Rental Registration

Property owners are required to annually register their rental properties with the City of Fort Collins. Manufactured homes in mobile home parks and owner-occupied rentals are exempt from registering. Registration is intended to:

- Open communication between the City and rental property owners, and to help strengthen landlord and tenant education and outreach;
- Provide better data to help the City understand and support the rental housing market;
- Ensure housing units in the City meet minimum housing requirements by including self-certification as part of the registration process.

The cost to register per rental property varies depending on the number of units in a property. Each property is charged a $37 flat fee, which includes the first unit, plus $10 per additional unit. Examples of fees based on property size are included in Table 1.

Table 1. Example Rental Housing Fees by Property Type

Home Type	Property Fee	Unit Fee	Total Fee
Detached home	$37	$0	$37
Condo	$37	$0	$37
Duplex	$37	$10	$47
60-unit Multiplex	$37	$590	$627

Around 80% of rental properties are registered. At this point in program implementation, a substantial challenge involves identifying and contacting those rental properties that remain unregistered and out of compliance. When an unregistered rental property is identified, staff provide information and technical support, if needed, to assist the property owner in registering. If the property owner fails to register after repeated contacts, the City has the authority to cite a property for non-compliance. Since the program's inception, only five citations have been written for registration compliance issues, with all dismissed or resolved before escalating to the court system.

Landlord and Tenant Education

As part of rental registration, the City provides a packet of information on recent rules and regulations at the local and state levels to help property owners and managers understand their legal obligations. The program has also developed workshops for both property owners and tenants to navigate fair housing requirements, understand new technologies in leasing, and develop skills and knowledge related to owning and managing rental properties. Staff also regularly provide education and resources to tenants, property owners, and property managers requesting assistance from the program through email, phone calls, and in-person conversations. In 2025, the program had over 6,000 contacts with renters, property managers, and property owners in Fort Collins, educating individuals on their rights and responsibilities.

Grants and Incentives

The Rental Housing Program has provided a limited amount of grant funding since 2024 to support upgrades and improvements in rental properties, enhancing safety, energy efficiency, and comfort.

The Rental Property Improvement Grant provides property owners with up to $7,000 for projects that enhance energy efficiency, water conservation, or climate resilience. Eligible expenses included:

- Window replacement
- Insulation and weatherization
- Furnace or heat pump
- AC or evaporative cooler
- Water conservation upgrades
- Other energy/water efficiency projects

In the Spring 2026 funding round, twelve applications, with requests ranging from $2,500 to $7,000 were awarded, totaling about $75,000. Funding for the grants is provided by 2050 climate tax funds. For most projects, grant awards provided partial funding for improvements, with property owners covering the remainder of the project cost.

The Rental Housing Program also partnered with Water Conservation this summer to provide eight new water efficient washing machines to rental properties.

As the Rental Housing Program grows, identifying other City partnerships and funding sources to provide grants to property owners, particularly those renting at or below fair market rent including deed-restricted affordable units, will help strengthen the program's ability to support safe and habitable rental housing and provide greater benefit to the rental community.

Complaint-Based Inspections

Tenants may request an inspection of their property if there are concerns about habitability or quality. As of mid-May 2026, the Rental Housing Program had received 134 inspection requests over the course of program implementation. Of those requests:

- 6 units were inspected and found to meet housing standards;
- 70 units were inspected and required at least one violation to be corrected; and
- 58 units were not inspected.

The number of issues or violations identified per unit can vary greatly. Table 2 provides additional information on the types and numbers of issues identified during rental housing inspections.

Table 2. Types of Inspection Issues and Violations

Category	Examples	# of Issues
Electric Facilities	Adequate wiring, receptacles/outlets	169
Exterior General	Building, sidewalks, fences, exterior stairs in good repair	101
Fire Safety Requirements	Emergency escapes; working smoke alarms, carbon monoxide detectors	120
Illegal Dwelling	Illegal dwelling	4
Interior General	Floors, walls, doors, windows in good repair; locks on doors and windows; windows can open and are screened	238
Light	Adequate lighting in common hallways and stairways	1

Category	Examples	# of Issues
Mechanical Facilities	Chimneys/vents; adequate heating	77
Occupancy General	Adequate space to store/prepare food; provide privacy from adjoining spaces	9
Plumbing Facilities	Hot and cold water; no leaks from fixtures; provide tub/shower, lavatory, water closet, and kitchen sink	82
Unpermitted Work	Work without permit	83
Unregistered Rental	Property not registered with City	23
Ventilation	Window/exhaust fan in bathroom; clothes dryer exhaust	29

The high number of units *not inspected* points to the program's intent to encourage voluntary compliance whenever possible. In many of these cases, staff may be able to provide information to the property manager to correct issues voluntarily, without needing to complete an inspection. In other cases, issues identified are not related to the physical condition of the property and are instead resolved through referrals to other programs or resources, such as Conflict Transformation Works or external service providers. Program staff frequently help educate both tenants and property managers what issues do and do not constitute a violation.

Staff also resolve many issues raised by tenants or property managers before an inspection request is submitted. In 2025 and 2026, program staff have helped resolve 103 issues through phone calls or in-person discussions by answering questions, providing resources, and communicating with the parties involved to find a resolution.

Partnerships

The Rental Housing Program relies on partnerships internal and external to the City to provide workshops and programs, and to refer residents contacting the program for support.

Key partnerships and examples of how the Rental Housing program works with each include:

- **Building Services and Code Compliance:** Minimum housing standards education, inspection coordination, habitability guidance, common violations education, public nuisance awareness, property maintenance communications
- **Access Fort Collins:** Customer service referrals, community resource navigation, housing-related service requests
- **Conflict Transformation Works:** Mediation referrals, communication resources
- **Financial Services:** Registration payment processing, financial reconciliation, collections coordination, customer assistance for online payments
- **Utilities and Environmental Services Department:** Energy efficiency grants, water conservation outreach, sustainability education, resource coordination, neighborhood and community engagement
- **CSU Student Housing:** Housing fairs, student renter education, off-campus housing resources

The Rental Housing program also coordinates frequently with community service providers and organizations in the housing industry including:

- Northern Colorado Rental Housing Association
- National Association of Residential Property Managers

- Colorado Apartment Association
- Fort Collins Board of Realtors
- Larimer County Office of Housing Stability
- Colorado Poverty Law Center
- Healthy Housing Coalition
- Homeward Alliance
- ISAAC of Northern Colorado
- Denver Metro Fair Housing Center

Future Program Developments

Several developments and new opportunities are forthcoming for the Rental Housing program:

- In Q4 of 2026, City staff will begin the process to assess and update the Rental Housing fee structure
- Staff continue to support testing and implementation of FC Clear and the new registration software replacing the current system
- Staff are building and enhancing data collection and analysis processes to provide more robust information for program evaluation; some work will require full implementation of FC Clear

As the program continues to grow, staff will be focused on identifying additional beneficial resources and opportunities to provide to tenants, property managers, and property owners to promote housing stability, health, and safety throughout Fort Collins.

ATTACHMENTS / LINKS

1. Presentation

08-18-2026

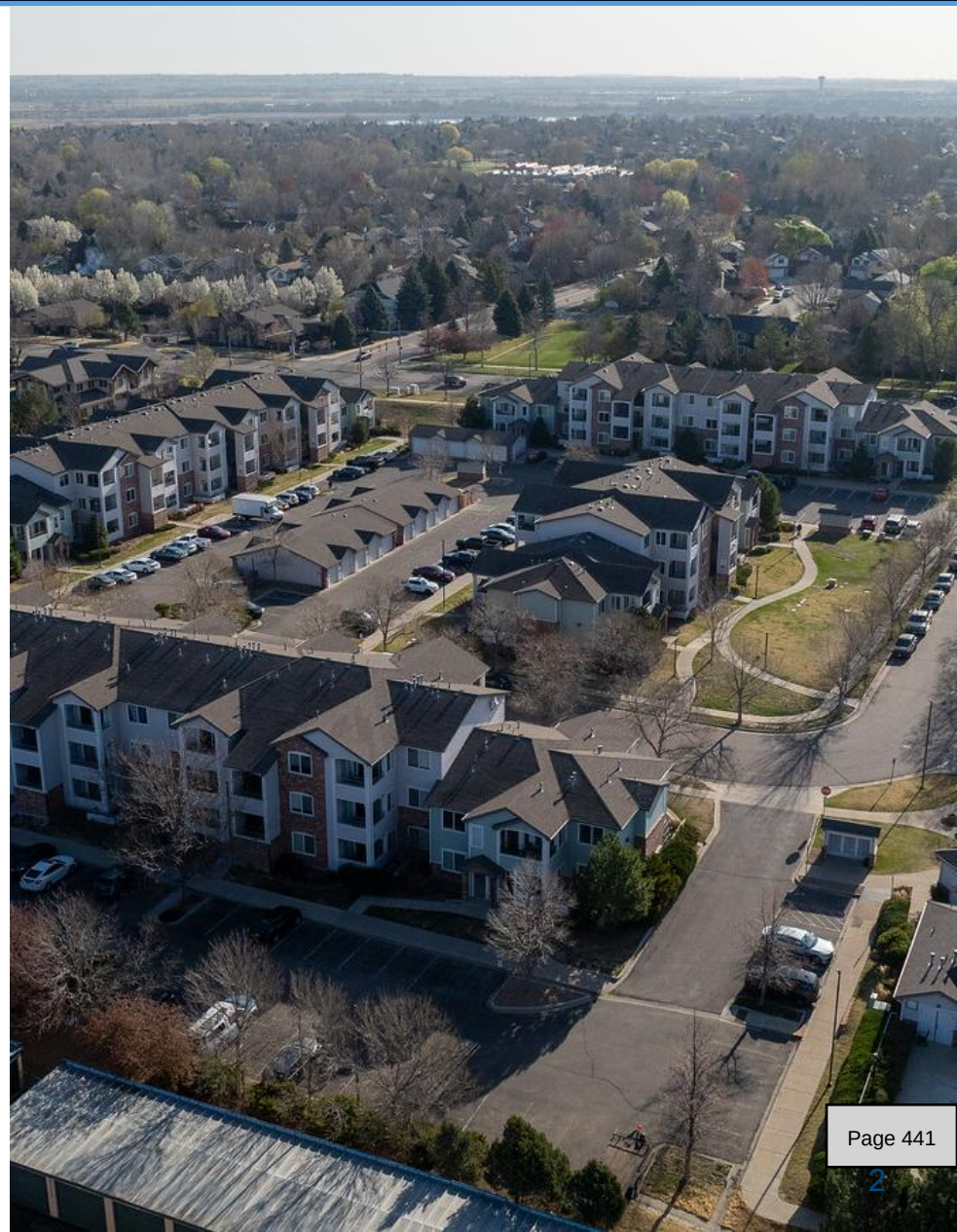
Staff Report: Rental Housing Program

Vanessa Fenley, Sr. Housing Manager

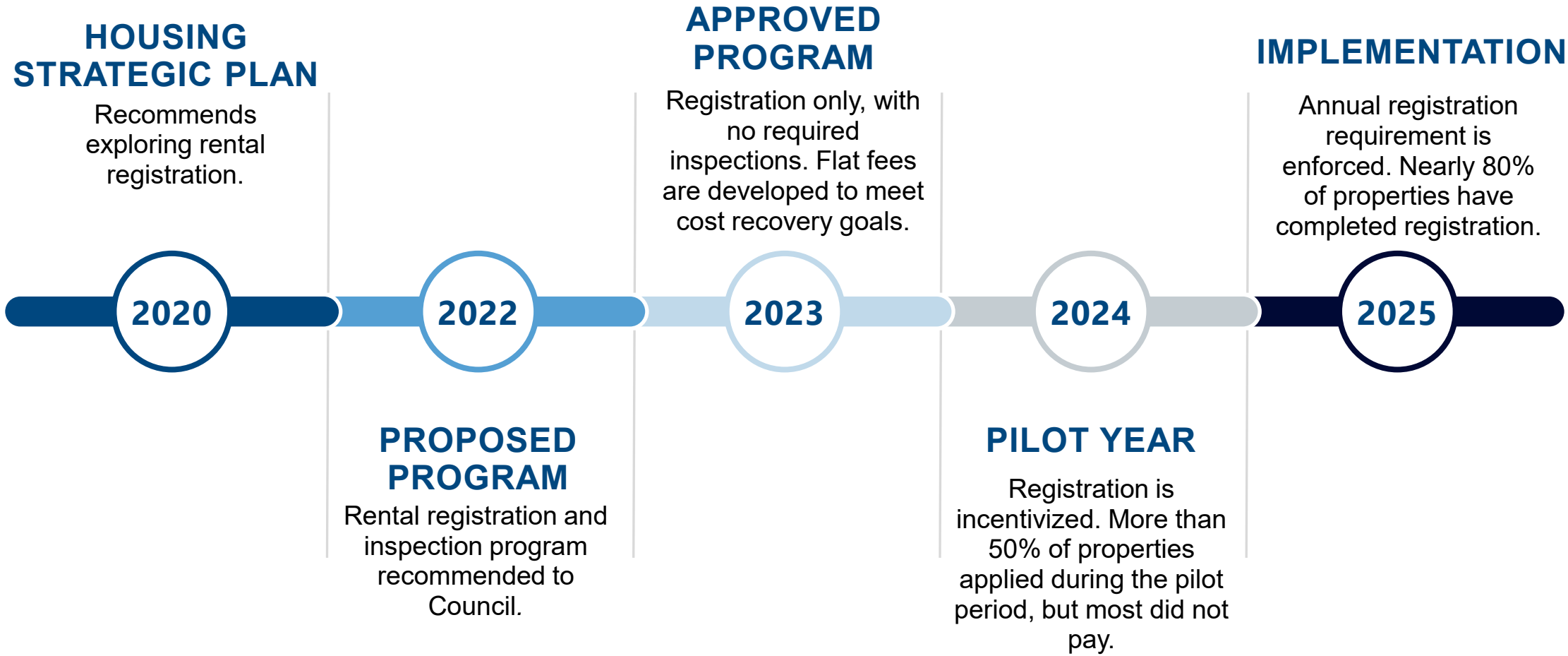
Marcy Yoder, Sr. Manager

Program Overview

- Implemented by Housing & Community Vitality and Building Services
- 5 FTE positions
- Comprehensive program benefiting property owners, property managers, and tenants



Background


HOUSING STRATEGIC PLAN
Recommends exploring rental registration.
2020
PROPOSED PROGRAM
Rental registration and inspection program recommended to Council.
2022
APPROVED PROGRAM
Registration only, with no required inspections. Flat fees are developed to meet cost recovery goals.
2023
PILOT YEAR
Registration is incentivized. More than 50% of properties applied during the pilot period, but most did not pay.
2024
IMPLEMENTATION
Annual registration requirement is enforced. Nearly 80% of properties have completed registration.
2025

Program Offerings

Landlord and Tenant Education

Education about local and state ordinances and access to resources

+

Grants and Incentives

Selected property owners receive grants to help offset the cost of repairs and upgrades.

+

Complaint-based Inspections

Complaint based inspections with an emphasis on communication and voluntary compliance

+

Registering Made Easy

Annual online registration to self-certify properties.

Who must register?

Most rental properties located within Fort Collins city limits will need to be registered.

- Apartment complexes, duplexes, triplexes, condominiums, & “detached” homes
- Units that have their own mailing address, and/or separate entrances like basement units or carriage houses.

Who is exempt?

Manufactured homes located within mobile home parks.

Owner occupied rentals, where there is only one mailing address and the home is accessed by one main entrance.

Hybrid Fee Structure

Per Property Fee + Per Unit Fee

$37 flat fee
Includes first unit

$10 per addtl unit

Home Type	Property Fee	Unit Fee	Total Fee
Detached home	$37	$0	$37
Condo	$37	$0	$37
Duplex	$37	$10	$47
60- unit Multiplex	$37	$590	$627

Partnerships

- Building Services and Code Compliance
- Access Fort Collins
- Conflict Transformation Works
- Finance Department
- Utilities – Water and Energy Conservation
- Environmental Services Department – Healthy Homes and Epic Homes

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- CSU Student Housing
- Northern Colorado Rental Housing Association
- National Association of Residential Property Management
- Colorado Apartment Association
- Fort Collins Board of Realtors
- Larimer County
- Colorado Poverty Law Center
- Healthy Housing Coalition
- Homeward Alliance
- ISAAC of Northern Colorado
- Denver Metro Fair Housing Center

Program Data

- More than 9,000 properties self-certified
- Approx. 80% registration compliance
- $200K+ invested in rental property repairs and upgrades
- 6,000+ contacts in 2025 with renters and landlords in Fort Collins to educate on rights and responsibilities
- 134 inspections requested
  - 58 not inspected
  - 6 met standards
  - 70 corrected issues
- Five citations written for registration issues; all dismissed/did not proceed to court system

Inspections - Types of Issues and Violations

Category	Examples	# of Issues
Electric Facilities	Adequate wiring, receptacles/outlets	169
Exterior General	Building, sidewalks, fences, exterior stairs in good repair	101
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Illegal Dwelling	Illegal dwelling	4
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Unpermitted Work	Work without permit	83
Unregistered Rental	Property not registered with City	23
Ventilation	Window/exhaust fan in bathroom; clothes dryer exhaust	29

What We're Hearing

"This is such a relief to me, and my tenant will be so excited when I tell her! Thank you for bringing this joy this year. I'm so appreciative of the hard work that went into this process."

- Property owner and recipient of rental housing grant funding

- Frustrations with navigating registration system
- Difficulty keeping up with code updates and new legislative requirements
- Questions about the program and its purpose
- Requests for information about other resources

Coming Next

Revisiting fee structure

Supporting FC Clear development and implementation

Enhancing data collection and tracking to identify potential program improvements

Expanding programs and incentives to bring benefit to property owners, property managers, and tenants

Questions?

File Attachments for Item:

26. Second Reading of Ordinance No. 101, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado Department of Local Affairs and Authorizing Transfers of Appropriations for the Accessory Dwelling Unit Grant Program.

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $157,000 of unanticipated grant revenue from the Department of Local Affairs (DOLA) for the Accessory Dwelling Unit Grant Program. Funding will support the development of accessory dwelling unit (ADU) design plans and provide eligible fee waivers. This item also appropriates $83,000 from the 2050 City Climate Tax to meet the cost-share requirement.

August 18, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Clay Frickey, Director, City Planning
Carisa Clinton, Manager, Grants Administration

SUBJECT

Second Reading of Ordinance No. 101, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado Department of Local Affairs and Authorizing Transfers of Appropriations for the Accessory Dwelling Unit Grant Program.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 21, 2026, appropriates $157,000 of unanticipated grant revenue from the Department of Local Affairs (DOLA) for the Accessory Dwelling Unit Grant Program. Funding will support the development of accessory dwelling unit (ADU) design plans and provide eligible fee waivers. This item also appropriates $83,000 from the 2050 City Climate Tax to meet the cost-share requirement.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

SECOND READING BACKGROUND / DISCUSSION

At First Reading, Council requested additional information about the potential for using Affordable Housing Capital Fund (AHCF) dollars to replenish the Climate Tax for this grant and the expected climate impacts for the high-performance building plans.

Finance investigated allowable uses of the AHCF and found that replenishing the Climate Tax would not be an allowable use of funds. The ballot language for the Community Capital Improvement Program (CCIP) limits the use of funds to, "…planning, design, real property acquisition, and construction of the following capital projects". Replenishing the Climate Tax would not fit into these categories.

The closest estimate that staff can offer for the lifecycle impact of pre-approved ADU designs for greenhouse gas emission reductions comes from a review of budget offers for the Climate Tax for the 2025-26 budget cycle. Staff analyzed each Climate Tax budget offer and estimated its lifetime greenhouse gas (GHG) impacts in metric tons of carbon dioxide (MTCO2e). Staff estimated the Designed to 2030 program would account for 51,870 MTCO2e reductions. This represented nearly half of the overall GHG reductions for each program funded by the Climate Tax in 2025-26 (125,530 lifetime MTCO2e). In addition, these pre-approved plans support long term climate resilience and housing affordability through lower design costs, lower operating costs, shorter permitting timelines, and faster construction using

prefabricated construction methods. The ADU grant would help support this program and could result in additional reductions by incentivizing more energy efficient ADUs.

At Council's request for additional information regarding the source of matching funds, the project team and grants teams reviewed the ADU grant application. This confirmed that the Climate Tax was designated as a match in the City's budget justification which was accepted by DOLA when the grant was awarded. Since the match source was previously identified and approved by the sponsor as part of the application package, staff recommend retaining the original match source as listed in the grant application.

FIRST READING BACKGROUND / DISCUSSION

The DOLA Accessory Dwelling Unit Grant Program provides grants to local governments for activities that promote the construction of ADUs. Through the grant the City will develop pre-approved ADU design plans and waive water tap, sewer tap, linkage, plan review, rezoning, and permit fees for approximately four ADUs in Fort Collins.

CITY FINANCIAL IMPACTS

This item appropriates $157,000 of unanticipated grant revenue from the DOLA Accessory Dwelling Unit Grant Program to fund the development of ADU design plans and provide eligible fee waivers. This item also authorizes the transfer of $83,000 from the already appropriated 2050 City Climate tax to the project to meet the match requirement. The cash match comes from Designed to 2030, a current project led by Energy Services that will develop pre-approved building plans that will meet the 2030 Energy Code.

The grant is reimbursement-based, with funds provided after eligible project expenses have been incurred. The General fund will be reimbursed up to $157,000.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

First Reading attachments available in July 21, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 101, 2026

ORDINANCE NO. 101, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF GRANT FUNDS FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS AND AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR THE ACCESSORY DWELLING UNIT GRANT PROGRAM

A. The construction of accessory dwelling units ("ADUs" or "ADU" singular) has been recognized at the national, state, and local level as one way to help address ongoing housing availability and affordability issues.

B. In February 2026, the Colorado Department of Local Affairs ("DOLA") certified the City as an ADU Supportive Jurisdiction eligible for grant opportunities through DOLA to support ADU construction.

C. On April 21, 2026, City Council adopted Resolution 2026-062 in support of the City's Accessory Dwelling Unit Program Grant Program application to DOLA.

D. The City has been awarded a $157,000 grant from the DOLA Accessory Dwelling Unit Grant Program to support the development of at least two pre-approved ADU design plans and the waiver of water tap, sewer tap, linkage, plan review, rezoning, and permit fees for approximately four ADUs. The City is required to provide $83,000 in matching funds in order to receive the grant.

E. The terms of the DOLA Accessory Dwelling Unit Grant are set forth in the Grant Agreement attached hereto as Exhibit A and incorporated herein by reference ("Grant Agreement").

F. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of promoting the availability of attainable housing options.

G. 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.

H. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the General Fund and that this appropriation will not cause the total amount appropriated in the General 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.

I. Article V, Section 10 of the City Charter authorizes 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.

J. The City Manager has recommended the transfer of $83,000 from the 2050 Tax Parks Rec Transit OCF Fund to the General Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

K. 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.

L. City Council wishes to designate the appropriation herein for the DOLA Accessory Dwelling Unit Grant Program as an appropriation that shall not lapse until the earlier of the expiration of the grant (or donation) or the City's expenditure of all funds received from such grant (or 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. Council hereby approves the Grant Agreement and authorizes the City Manager to proceed under the terms and conditions stated therein.

Section 2. There is hereby appropriated from new revenue or other funds in the General Fund the sum of ONE HUNDRED FIFTY-SEVEN THOUSAND DOLLARS ($157,000) to be expended in the General Fund for the DOLA Accessory Dwelling Unit Grant Program.

Section 3. The unexpended and unencumbered appropriated amount of EIGHTY-THREE THOUSAND DOLLARS ($83,000) is authorized for transfer from the 2050 Tax Parks Rec Transit OCF Fund to the General Fund and appropriated therein to be expended for the DOLA Accessory Dwelling Unit Grant Program.

Section 4. The appropriation herein for the DOLA Accessory Dwelling Unit Grant Program 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 July 21, 2026, and approved on second reading for final passage on August 18, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: August 28, 2026
Approving Attorney: Brad Yatabe

Exhibit: Exhibit A - DOLA Accessory Dwelling Unit Grant Agreement

Docusign Envelope ID: 4E3924B8-0A39-8FBF-8176-9DAEB209C40B

State of Colorado Intergovernmental Grant Agreement

Summary of Terms and Conditions

State Agency

DEPARTMENT OF LOCAL AFFAIRS (DOLA)

Grantee

City of Fort Collins

Project Number and Name

ADUG-A25013 - Fort Collins Pre-Approved ADU Program and Fee Waiver Support

DLG Portal Number

ADUG-A25013

CMS Number

208851

Grant Award Amount

$157,000.00

Retainage Amount

$7,850.00

Funding Account Codes

CTGG1 202700002022

Phase Code

AD2701

VCUST#

VC00000000014149

Address Code

CN005 EFT

Performance Start Date

The later of the Effective Date or June 02, 2026

Grant Expiration Date

May 31, 2028

DOLA Program Manager

Mitch Hendrick, (303) 548-9364, (mitch.hendrick@state.co.us)

DOLA Program Assistant

Nicola Donaven, (720) 955-9692 (nicola.donaven@state.co.us)

Program Name

Accessory Dwelling Unit Grant Program (ADUG)

Agreement Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 29-35-105(7)(a) (Accessory Dwelling Unit Fee Reduction and Encouragement Grant Program Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

Grant Purpose/Project Description

The Project shall develop a minimum of two (2) pre-approved accessory dwelling unit (ADU) design plans and waive water tap, sewer tap, linkage, plan review, rezoning, and permit fees for approximately four (4) accessory dwelling units (ADUs) in the City of Fort Collins, Colorado.

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Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit B, Scope of Project
2. Exhibit G, Sample Option Letter

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 §18 of the main body of this Agreement
2. Any properly executed Option Letter or Amendment
3. The provisions of the other sections of the main body of this Agreement
4. Exhibit B, Scope of Project

Docusign Envelope ID: 4E3924B8-0A39-8FBF-8176-9DAEB209C40B

Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

Maria De Cambra, Executive Director

Signed by:
Maulid Miskell
590E1B45E7884A4...

By: Maria De Cambra, Executive Director

Date: 7/7/2026 | 12:46 PM MDT

DEPARTMENT OF LOCAL AFFAIRS

PROGRAM REVIEWER

DocuSigned by:
Mitch Hendrick
D7A2271A5EC64DF...

By: Mitch Hendrick, ADUG Program Manager

Date: 7/7/2026 | 7:04 AM MDT

Docusign Envelope ID: 4E3924B8-0A39-8FBF-8176-9DAEB209C40B

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 (the **"Effective Date"**).

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Caleb Vester

Name: Controller Delegate

Signed by:
Caleb Vester
1B60C79585F74E7...

Signature: Controller Delegate

Effective Date 7/9/2026 | 4:31 PM MDT

Docusign Envelope ID: 4E3924B8-0A39-8FBF-8176-9DAEB209C40B

1. Grant

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amounts shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse

Docusign Envelope ID: 4E3924B8-0A39-8FBF-8176-9DAEB209C40B

Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. 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. *Reserved.*

C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

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

E. "**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.

F. *Reserved.*

G. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

H. *Reserved.*

I. **"Grant" or "Grant Agreement" or "Intergovernmental Grant Agreement"** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all

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documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. **"Grant Funds" or "Grant Award Amount"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

K. "**Grant Expiration Date**" means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

L. **"Effective Date" or "Performance Start Date**" means the Performance Start Date shown on the first page of this Intergovernmental Grant Agreement. Work performed prior to the Effective Date is not eligible for reimbursement from Grant Funds.

M. "**Exhibits**" means the exhibits and attachments included with this Grant as shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

N. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an Amendment, or an Option Letter.

O. *Reserved.*

P. *Reserved.*

Q. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

R. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

S. "**Initial Term**" means the time period between the initial Performance Start Date and the initial Grant Expiration Date.

T. "**Party**" means the State or Grantee, and **"Parties"** means both the State and Grantee.

U. *Reserved.*

V. "**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

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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.

W. *Reserved.*

X. *Reserved.*

Y. "**Services**" means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Z. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

AA. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

BB. "**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.

CC. "**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.

DD. *Reserved.*

EE. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

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FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

II. "**Work**" means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. "**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, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

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

4. Statement of Work

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

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

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i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. *Reserved.*

C. Matching Funds

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Budget by providing Grantee with an executed Option Letter or formal amendment. The State shall only reimburse allowable costs 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 Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out and Deobligation of Grant Funds.

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee'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. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to deobligation by the State.

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F. Erroneous Payments.

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close-out period described in **§5.E**.

B. Violations Reporting

Grantee 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 this Award.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

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C. Final Audit Report

Grantee shall comply with all State and federal audit requirements. Grantee shall provide copies of audits to the State upon request.

8. Confidential Information-State Records

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure

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agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but

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not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis. Grantee's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. 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

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remedies as described in **§12** 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 Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any Exhibit to this Grant Agreement, if Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, 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 Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any term or condition of this Award, then the State may, in its discretion, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee

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shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

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

II. Remedies Not Involving Termination

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

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs

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in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

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

d. Removal

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

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, Grantee shall, as approved by the State (i) secure that right to use such work for the State and Grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in

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writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§14**.

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their 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 Intergovernmental Grant 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.

17. General Provisions

A. Assignment

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

B. Captions and References

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

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Intergovernmental Grant 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 Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 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 Contract by reference.

G. Severability

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The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant 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. Accessibility

i. *Reserved.*

ii. Grantee 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.

iii. The State may require Grantee'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 Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall

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promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. *Reserved*

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

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

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

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

C. Governmental Immunity.

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 Intergovernmental Grant 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.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement.

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Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

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

H. Software Piracy Prohibition.

State or other public funds payable under this Grantee shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grantee, 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.

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

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. **PURPOSE**

1.1. Accessory Dwelling Unit Grant Program. The purpose of the Accessory Dwelling Unit Grant Program (ADUG) is to provide grants to local governments and regional entities for activities that promote the construction of accessory dwelling units (ADU).

2. **DESCRIPTION OF THE PROJECT(S) AND WORK**

2.1. Project Description. The Project shall develop a minimum of two (2) pre-approved accessory dwelling unit (ADU) design plans and waive water tap, sewer tap, linkage, plan review, rezoning, and permit fees for approximately four (4) accessory dwelling units (ADUs) in the City of Fort Collins, Colorado.

2.2. Work Description. The City of Fort Collins (Grantee) will engage a previously hired, qualified architectural/engineering consultant to develop two (2) pre-approved ADU building designs, which will include a minimum of one (1) accessible or visitable ADU design and will use Grant Funds to waive or reduce fees associated with constructing approximately four (4) ADUs, including but not limited to water tap, sewer tap, linkage, plan review, rezoning, and permit fees.

Grantee will conduct a robust community engagement, outreach, or education process that ensures communication to all key stakeholders, especially underrepresented voices and low- or moderate-income homeowners.

Grantee will complete quarterly performance metric reporting in a form provided by DOLA.

Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) a description of the Grantee's approach to incentivizing and encouraging new ADU creation; 2) the outcome of that effort, including the number of new permitted and constructed ADUs, number and dollar amount of fees waived or reduced, and the number of people served with technical assistance; 3) any other Project outcomes that impacted the Grantee's ADU-related goals; 4) a description of community engagement, outreach, or education efforts; and 5) any lessons learned.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

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2.5. Eligible Expenses. Eligible expenses shall include: professional architectural/engineering services and ADU-related fee waivers, reductions, or rebates associated with constructing an ADU.

2.5.1. Ineligible Expenses. Ineligible expenses include but are not limited to indirect overhead or general operating costs, site-specific studies, lobbying, entertainment, food and beverage for public meetings, or other items typically not allowed under 2 CFR 200 Cost Principles. Grant Funds may not be used to cover legal costs for defense, or to bring non-conforming ADUs into compliance.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Architectural/Engineering Services" means professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, and attorney's fees.

3.1.2. "Other: ADU-related fee waivers, reductions, and/or rebates" means ADU-related fee waivers, reductions, or rebates associated with constructing an ADU.

3.2. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is ADU-related fees waived for approximately four (4) ADUs; and completed development of at least two (2) pre-approved ADU designs including at least one (1) accessible or visitable ADU design. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

4.2. Service Area. The performance of the Work described within this Grant shall be located in the City of Fort Collins, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

Milestone/Performance Measure/Grantee will:	**By:**
Begin procurement process or Consultant mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee's Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the Consultant's subcontract(s).

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Provide DOLA with a copy of the official ADU fee waiver schedule.	Within 60 days of execution of this grant agreement
Provide DOLA with a copy of the preliminary education and outreach strategy associated with the fee waivers.	Within 60 days of execution of this grant agreement
Provide DOLA with a digital copy of the complete drafts of pre-approved ADU designs with at least one (1) being visitable or accessible.	At least 30 days before scheduled council adoption action or equivalent.
Provide DOLA with a Year One progress update that includes all components of the Final Informal Memo and outlines progress on the Work to date.	May 31, 2027
Provide DOLA with a digital copy of the final, accepted versions of pre-approved ADU designs with at least one (1) being visitable or accessible.	Within 30 days after Substantial Completion of the Project.
Submit Quarterly Pay Requests	**See §4.5.2 below**
Submit Quarterly Reports	**See §4.5.2 below**
Submit Project Final Report	July 15, 2028

4.4. Budget Line Adjustments.

4.4.1. **Grant Funds.** Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. **Other Funds.** Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such "Other Funds" is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment or option letter. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 10 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided

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by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 10 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2nd (Apr-Jun)	2026	JULY 10, 2026*	Yes	Yes
3rd (Jul-Sep)	2026	October 10, 2026	Yes	Yes
4th (Oct-Dec)	2026	January 10, 2027	Yes	Yes
1st (Jan-Mar)	2027	April 10, 2027	Yes	Yes
2nd (Apr-Jun)	2027	JULY 10, 2027*	Yes	Yes
3rd (Jul-Sep)	2027	October 10, 2027	Yes	Yes
4th (Oct-Dec)	2027	January 10, 2028	Yes	Yes
1st (Jan-Mar)	2028	April 10, 2028	Yes	Yes
2nd (Apr-Jun)	2028	JULY 10, 2028*	Yes	Yes

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 10 annually.**

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

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5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Clay Frickey, Planning Manager, (cfrickey@fortcollins.gov)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5.** Such administrator shall be updated through the process in **§5.3**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. Alexis Coppello, Grant Accountant, (acoppello@fortcollins.gov). Such key personnel shall be updated through the process in **§5.3**.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with **§14** of the Grant**.**

5.4. DLG Program Manager: Mitch Hendrick, (303) 548-9364, (mitch.hendrick@state.co.us).

5.5. DLG Program Assistant: Nicola Donaven, (720) 955-9692, (nicola.donaven@state.co.us).

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of **§6.2**, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide **at least 34%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of **§6.2** below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Architectural/Engineering Services	$160,000	$97,000	$63,000	Grantee
2	Other: ADU-related fee waivers, reductions, and/or rebates	$80,000	$60,000	$20,000	Grantee
	Total	**$240,000**	**$157,000**	**$83,000**	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§5** of the Grant.

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7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	$149,150	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$7,850	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$157,000**	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to $100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this **Exhibit B**.

8.1.2. Final Reports. Within 45 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

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8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than $50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including

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the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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STATE OF COLORADO CONTRACT MODIFICATION

OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency

Department of Local Affairs (DOLA)

Grantee

Insert Grantee's Full Legal Name

Project Number and Name

Insert DOLA's project number and name

Option Letter CMS Number

Insert CMS number for this Amendment

Previous CMS #(s)

Insert CMS number for orig Agreement, and any prior chg docs

Program Name

Accessory Dwelling Unit Grant Program (Acctg Dropdown ADUG)

Funding Account Codes

Enter CTGG1 number

Phase Code

Acctg enters Phase Code

DLG Portal Number

Insert DLG Portal number for this Project

Current Grant Agreement Expiration Date

Month Day, Year

Prior Grant Agreement Expiration Date

Month Day, Year

Grant Amount

Initial Award: $0.00

Option Letter # and date effective/spendable: $0.00

Option Letter # and date effective/spendable: $0.00

Total Grant Amount: $0.00

DOLA Program Manager

Mitch Hendrick, (303) 548-9364 (mitch.hendrick@state.co.us)

DOLA Program Assistant

Nicola Donaven, (720) 955-9692 (nicola.donaven@state.co.us)

SAMPLE

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STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Local Affairs

By: Maria De Cambra, Executive Director

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Name: Controller Delegate

Signature: Controller Delegate

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.

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SAMPLE

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1. **OPTIONS.** Choose all applicable options listed in §1 and in §2:

   A. ☐ Option to extend (use this option for Extension of Time)

   B. ☐ Change in the Grant Award Amount within the current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

   C. ☐ Budget Line Adjustment(s) reallocation of awarded Grant Funds to Budget Line(s) (use this Option to redistribute existing Grant Funds between budget lines)

2. **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

   A. **For use with Option 1(A):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3** and **4.5.2** of **Exhibit B** are deleted and replaced with the following:

Milestone/Performance Measure:	**By:**
Begin procurement process or Contractor mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee's Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the Consultant's subcontract(s).
Submit Select Quarterly or Monthly Pay Requests	**See §4.5.2 below**
Submit Select Quarterly or Monthly Reports	**See §4.5.2 below**
Submit Project Final Report	Enter Final Report Due Date (45 days from Expiration)

SAMPLE

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Quarter	Year	Due Date	Pay Request Due	Status Report Due
1st (Jan-Mar)	2026	April 10, 2026	Yes	Yes
2nd (Apr-Jun)	2026	JULY 10, 2026*	Yes	Yes
3rd (Jul-Sep)	2026	October 10, 2026	Yes	Yes
4th (Oct-Dec)	2026	January 10, 2027	Yes	Yes
1st (Jan-Mar)	2027	April 10, 2027	Yes	Yes
2nd (Apr-Jun)	2027	JULY 10, 2027*	Yes	Yes
3rd (Jul-Sep)	2027	October 10, 2027	Yes	Yes
4th (Oct-Dec)	2027	January 10, 2028	Yes	Yes

B. **For use with Option 1(B):** In accordance with **Section 5(A)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Consultant Services	$ 0.00			Grantee
	Other: (specify)				Grantee
	Total	**$ 0.00**	**$ 0.00**	**$ 0.00**	

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from

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		the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

C. **For use with Option 1(C):** In accordance with **Section 5(D)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		**Total Project Cost**	**Grant Funds**	**Other Funds**	**Other Funds Source**
Line #	**Cost Category**				
	Consultant Services	$ 0.00			Grantee
	Other: (specify)				Grantee
	Total	**$ 0.00**	**$ 0.00**	**$ 0.00**	

3. OPTION LETTER EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or Month Day, Year, whichever is later.

SAMPLE