

# Fort Collins City Council Agenda

Regular Meeting

6:00 p.m., Tuesday, June 4, 2024

City Council Chambers at City Hall, 300 Laporte Avenue, Fort Collins, CO 80521

Zoom Webinar link: <https://zoom.us/j/98241416497>

## NOTICE:

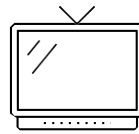
Regular meetings of the City Council are held on the 1st and 3rd Tuesdays of each month in the City Council Chambers. Meetings are conducted in a hybrid format, with a Zoom webinar in addition to the in person meeting in Council Chambers.

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

## How to view this Meeting:



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



Meetings are televised live on Channels 14 & 881 on cable television.



Meetings are available through the Zoom platform, electronically or by phone.



Meetings are livestreamed on the City's website, [fcgov.com/fctv](http://fcgov.com/fctv)

*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.*

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## There are in person and remote options for members of the public who would like to participate in Council meetings:

### Comment in real time:

*During the public comment portion of the meeting and discussion items:*



In person attendees can address the Council in the Chambers. The public can join the Zoom webinar and comment from the remote meeting, joining online or via phone.



All speakers are required to sign up to speak using the online sign up system available at [www.fcgov.com/agendas](http://www.fcgov.com/agendas). Staff is also available outside of Chambers prior to meetings to assist with the sign up process for in person attendees.

Full instructions for online participation are available at [fcgov.com/councilcomments](http://fcgov.com/councilcomments).

Join the online meeting using the link in this agenda to log in on an internet-enabled smartphone, laptop or computer with a speaker and microphone. Using earphones with a microphone will greatly improve audio experience.

To be recognized to speak during public participation portions of the meeting, click the 'Raise Hand' button.

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

Call in number: 720 928 9299

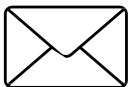
Meeting ID: 982 4141 6497

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@fcgov.com](mailto:cityleaders@fcgov.com)



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

***Documents to Share during public participation:*** Persons wishing to display presentation materials using the City's display equipment under the Public Participation portion of a meeting or during discussion of any Council item must provide any such materials to the City Clerk in a form or format readily usable on the City's display technology no later than two (2) hours prior to the beginning of the meeting at which the materials are to be presented.

***NOTE:*** All presentation materials for appeals, addition of permitted use applications or protests related to election matters must be provided to the City Clerk no later than noon on the day of the meeting at which the item will be considered. See Council Rules of Conduct in Meetings for details.



# City Council Regular Meeting Agenda

June 4, 2024 at 6:00 PM

Jeni Arndt, Mayor  
Emily Francis, District 6, Mayor Pro Tem  
Susan Gutowsky, District 1  
Julie Pignataro, District 2  
Tricia Canonico, District 3  
Melanie Potyondy, District 4  
Kelly Ohlson, District 5

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

Heather Walls  
Interim City Clerk

## PROCLAMATIONS & PRESENTATIONS 5:00 PM

### A) PROCLAMATIONS AND PRESENTATIONS

[PP 1.](#) Declaring June 2024 as LGBTQ+ Pride Month.

## 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 - None.

### G) PUBLIC COMMENT ON ANY TOPICS OR ITEMS OR COMMUNITY EVENTS (Including requests for removal of items from Consent Calendar for individual discussion.)

*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 [www.fcgov.com/council-meeting-participation-signup/](http://www.fcgov.com/council-meeting-participation-signup/)*

- *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.fcgov.com/developmentreview>, 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 April 16, 2024 and May 7, 2024 Regular Meetings.**

The purpose of this item is to approve the minutes of the April 16, 2024 and May 7, 2024 regular meetings.

#### **2. Second Reading of Ordinance No. 066, 2024, Making a Supplemental Appropriation and Appropriating Prior Year Reserves to Develop a Digital Accessibility Roadmap.**

This Ordinance, unanimously adopted on First Reading on May 21, 2024, requests an appropriation of \$150,000 in General Funds in order to work with a consultant to develop a comprehensive and actionable Digital Accessibility Roadmap. The purpose of this roadmap is to provide a strategy for compliance with both Colorado and federal laws and regulations pertaining

to digital accessibility requirements, including both the Americans with Disabilities Act and Colorado House Bill 21-1110.

**3. Second Reading of Ordinance No. 067, 2024, Making a Supplemental Appropriation from the Colorado Department of Transportation Colorado Highway Safety Office Click It or Ticket Grant for the Fort Collins Police Services Traffic Enforcement Unit.**

This Ordinance, unanimously adopted on First Reading on May 21, 2024, appropriates \$16,529 of unanticipated federal grant revenue from the Colorado Department of Transportation, Colorado Highway Safety Office (HSO), to support Fort Collins Police Services' Traffic Enforcement Unit work toward traffic safety and reducing serious injuries and fatal crashes through the enforcement of traffic laws and specifically those related to driver and passenger restraint system use.

**4. Second Reading of Ordinance No. 068, 2024, Appropriating Prior Year Reserves in the Transportation Capital Expansion Fee Fund for Eligible Reimbursement to the Waters Edge Second Filing Developer for Construction of Turnberry Road, Brightwater Drive, and Morningstar Way Improvements.**

This Ordinance, unanimously adopted on First Reading on May 21, 2024, appropriates \$612,027 of Transportation Capital Expansion Fee (TCEF) Funds for expenditure from the Transportation Capital Expansion Fee Program Budget to reimburse the Waters Edge Second Filing developer, Waters Edge Development Inc. (Developer), for its oversizing construction of Turnberry Road, Brightwater Drive, and Morningstar Way. As part of the development plans and development agreement for Waters Edge Second Filing and permitted for construction under the Waters Edge Third Filing Development Construction Permit, the Developer has constructed to City standards Turnberry Road as a two-lane arterial, and Brightwater Drive and Morningstar Way as collectors as part of its development requirements. Per Section 24-112 of the City Code, the Developer is eligible for reimbursement from TCEF funds for the oversized, non-local portion of Turnberry Road, Brightwater Drive, and Morningstar Way not attributed to the local portion obligation.

**5. Second Reading of Ordinance No. 069, 2024, Making a Supplemental Appropriation from the Colorado Department of Early Childhood in Support of Licensed City Childcare Programs.**

This Ordinance, unanimously adopted on First Reading on May 21, 2024, supports licensed City childcare programs by appropriating \$21,069 of unanticipated grant revenue awarded by the Colorado Department of Early Childhood (CDEC).

Through the CDEC's Childcare Stabilization Grants program the City was awarded \$21,069 in federal pass-through funds to provide enhancements in licensed City Childcare programs.

**6. Second Reading of Ordinance No. 070, 2024, Correcting Ordinance No. 003, 2024, Authorizing Transfers and Reappropriating Funds Previously Approved for the Utilities' Grid Flexibility Programs.**

This Ordinance, unanimously adopted on First Reading on May 21, 2024, appropriates \$200,000 of prior year reserves in the Light and Power Fund to support Ordinance No. 003, 2024, which authorized transfers and reappropriation of funds previously appropriated for the Utilities' Grid Flexibility Programs. The ordinance, as adopted, omitted the need for \$200,000 of prior year reserves to fully fund the requested appropriation, since those funds had technically lapsed at the end of fiscal year 2023.

**7. Second Reading of Ordinance No. 071, 2024, Approving the First Amendment to the Hangar Ground Lease Agreement with IC Loveland, LLC, for the Aero FNL Hangar Development at the Northern Colorado Regional Airport.**

This Ordinance, unanimously adopted on First Reading on May 21, 2024, approves an amendment to an existing hangar ground lease between the City of Fort Collins, the City of Loveland, and IC Loveland, LLC, to allow for subleasing and fractional ownership of multi-unit aircraft hangar buildings.

**8. Second Reading of Ordinance No. 072, 2024, Annexing the Property Known as the I-25 & Mulberry Annexation to the City of Fort Collins, Colorado.**

This Ordinance, unanimously adopted on First Reading on May 21, 2024, annexes a 46.92-acre property located at the NE Corner of the I-25 and East Mulberry interchange. A specific project development plan proposal is not included with the annexation application. The Initiating Resolution was adopted on April 16, 2024. A related item to zone the annexed property is presented as the next item on this Agenda.

This annexation request is in conformance with the State of Colorado Revised Statutes as they relate to annexations, the City of Fort Collins City Plan, and the Larimer County and City of Fort Collins Intergovernmental Agreement regarding Growth Management.

**9. Second Reading of Ordinance No. 073, 2024, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the I-25 & Mulberry Annexation to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map and Lighting Context Area Map.**

This Ordinance, unanimously adopted on First Reading on May 21, 2024, zones the property included in the I-25 & Mulberry Annexation into the Industrial (I), and General Commercial (CG) zone districts and place the property into the LC2 Lighting Context Area and Non-residential Sign District.

This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council's Rules of Meeting Procedures adopted in Resolution 2015-091.

Because the Planning and Zoning Commission did not make a recommendation on the annexation zoning until after the agenda materials were available for first reading, the information in the ordinance was subsequently updated with the Commission's recommendation for second reading.

**10. Items Relating to the Appropriation of Federal Funds in the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program Funds.**

A. First Reading of Ordinance No. 074, 2024, Making Supplemental Appropriations in the Community Development Block Grant Fund.

B. First Reading of Ordinance No. 075, 2024, Making Supplemental Appropriations in the HOME Investments Partnerships Grant Fund.

The purpose of this item is to appropriate the City's FY2024 Community Development Block Grant (CDBG) Entitlement Grant and FY2024 Home Investment Partnerships Program (HOME) Participating Jurisdiction Grant from the Department of Housing and Urban Development (HUD),

and CDBG program income from FY2022 and FY2023 and HOME Program Income from FY2022 and FY2023.

**11. First Reading of Ordinance No. 076, 2024, Making Supplemental Appropriation for the Charter Review Council Priority from General Fund Reserves.**

The purpose of this item is to appropriate funds to allow work to begin on the City Charter review process included in the Council-adopted Council priorities. The amount appropriated, \$25,000, will be used to fund special legal counsel with municipal charter expertise to take the lead on the review and drafting of Charter provisions to update and modernize the City Charter.

**12. First Reading of Ordinance No. 077, 2024, Appropriating Philanthropic Revenue Received Through City Give for the Cultural Community Program Through Cultural Services.**

The purpose of this item is to request an appropriation of \$30,000 in philanthropic revenue received through City Give for Cultural Community Program, a department within the City's Cultural Services area, for live music as designated by the grant award.

In 2019, the City of Fort Collins launched City Give, a formalized enterprise-wide initiative to create a transparent, non-partisan governance structure for accepting and appropriating charitable gifts.

**13. First Reading of Ordinance No. 078, 2024, Appropriating Prior Year Philanthropic Revenue Reserves Received by City Give for the 9/11 Memorial at Spring Park.**

The purpose of this item is to request an appropriation of \$12,500 in philanthropic revenue received by City Give for the construction of the 9/11 Memorial at Spring Park, 2100 Mathews Steet, Fort Collins, CO.

A partnership between the City of Fort Collins and Poudre Fire Authority (PFA), the 9/11 Memorial will be located in midtown Fort Collins, and will honor firefighters, emergency medical technicians, law enforcement officers, and nearly 3,000 others who lost their lives on September 11, 2001.

**14. First Reading of Ordinance No. 079, 2024, Making a Supplemental Appropriation and Authorizing Transfer of Appropriations for The Gardens on Spring Creek Internship Program.**

The purpose of this item is to support The Gardens on Spring Creek internship program by:

- Appropriating \$4,200 of unanticipated grant revenue awarded by the Colorado Department of Agriculture (CDA) and
- Utilizing matching funds in the amount of \$4,200 from existing 2024 appropriations into to this new grant project.

In May 2024 the Colorado Department of Agriculture (CDA) awarded the City of Fort Collins (City) \$4,200 under the CDA's Agricultural Workforce Development Grant Program (Attachment 2). The City will be providing an additional \$4,200 in required matching funds. The award funds and City's matching funds will support hiring an intern for The Gardens' summer 2024 internship program.

The \$4,200 in funds through the CDA's Agricultural Workforce Development Grant Program are federal pass-through funds.

As presented per Attachment 2, the \$4,200 is provided pursuant to a State of Colorado Purchase Order, with corresponding terms and conditions. There is no requirement that the City sign an

agreement. Rather upon the City submitting the first request for reimbursement to CDA, the City agrees to all terms and conditions of the award.

**15. Resolution 2024-072 Authorizing the Mayor to Execute City-sponsored 401(a) Restated Adoption Agreements.**

The purpose of this item is to authorize the Mayor to execute restated adoption agreements for City-sponsored 401(a) and Police 401(a) plans to designate a new Special Trustee.

**16. Resolution 2024-073 Authorizing the Assignment of the City's Private Activity Bond Allocation for 2024 to Housing Catalyst to Finance the Construction and Rehabilitation of Affordable Housing Units.**

The purpose of this item is to support the new construction of affordable housing at several locations in the City by assigning the City's 2024 Allocation of Private Activity Bond (PAB) capacity. PAB capacity is required for development projects using four percent (4%) Low-Income Housing Tax Credit financing.

**17. Resolution 2024-074 Authorizing the Execution of a Discretionary Aviation Grant Resolution (CDAG No. 24-FNL-01) with the City of Loveland to Accept Grant Funds from the State for the Construction of the New Terminal and the Rehabilitation of Certain Taxiways at the Northern Colorado Regional Airport.**

The purpose of this item is for Council to authorize the Mayor or City Manager to execute a Colorado Department of Transportation (CDOT)-provided resolution to secure state grant funding for the construction of the new terminal at the Northern Colorado Regional Airport and for the rehabilitation of pavement for Taxiways B and D.

**18. Resolution 2024-075 Authorizing the City Manager to Execute a Grant Agreement (AIG Project No. 3-08-0023-045-2024) Between the City of Fort Collins, the City of Loveland, and the Federal Aviation Administration for the Construction of the New Terminal at the Northern Colorado Regional Airport.**

The purpose of this item is for Council to authorize the City Manager to execute a grant agreement with the City of Loveland and the Federal Aviation Administration (FAA) to secure federal funding for the construction of the new terminal at the Northern Colorado Regional Airport. These funds were budgeted as part of the initial project funding and came available for application in 2024 as part of the Bipartisan Infrastructure Law Airport Improvement Grant program and were appropriated in the 2024 Airport budget for expenditure in this project.

**19. Resolution 2024-076 Making Appointments to the Youth Advisory Board.**

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

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

**END OF CONSENT CALENDAR**

**J) ADOPTION OF CONSENT CALENDAR**

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



L) **STAFF REPORTS** - None.

M) **COUNCILMEMBER REPORTS**

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

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

*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.*

**20. Appeal of the Historical Preservation Commission's Decision Finding 2601 South College Avenue Eligible for Landmark Designation.**

The purpose of this quasi-judicial item is to consider an appeal of the decision of the Historic Preservation Commission ("HPC") on April 17, 2024, determining that the property at 2601 South College Avenue (the "Property," historically, the Ghent Auto Dealership) is eligible for designation as a Fort Collins Landmark.

The Appellant, Dracol, LLC, the owner of the Property, raises one issue on appeal: that the HPC failed to properly interpret and apply provisions of City Code Section 14-22, which establishes standards for determining the eligibility of structures for designation as landmarks or landmark districts. Specifically, Appellant alleges that the HPC failed to properly establish historic significance under either Standard 1 (Events/Trends) or Standard 3 (Design/Construction), and further failed to establish clear historic integrity; before making a ruling on whether the Property met the standards for significance and integrity required for Landmark designation under the Code.

P) **OTHER BUSINESS**

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

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

**OB 2. Consideration of a motion to adjourn this meeting until after the completion of the Electric Utility Enterprise Board business:**

"I move that Council adjourn this meeting until after the completion of the Electric Utility Enterprise Board business."

**Q) 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.*

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## PROCLAMATION

**WHEREAS**, the first Pride was a riot at the Stonewall Inn on June 28, 1969; and fifty years later, on June 26, 2015, the U.S. Supreme Court ruled that same-gender couples could marry, establishing a new and long overdue civil right in our country; and

**WHEREAS**, members of the Fort Collins community who are lesbian, gay, bisexual, transgender, queer, two spirit, intersex, and asexual (LGBTQ+) deserve more than civil rights: they deserve to be fully welcomed, to be safe, and to live in our community without the threat of violence, marginalization, erasure, discrimination, or harassment; and

**WHEREAS**, the fight for dignity, belonging, and equity for LGBTQ+ people is reflected in the dedication of advocates, allies, and local organizations such as SPLASH, PFLAG, Eclectic, and the Colorado State University Pride Resource Center; and

**WHEREAS**, the City’s PRIDE Employee Resource Group formed to ensure LGBTQ+ people are safe, valued and affirmed within the organization and community, and their work has elevated the Fort Collins Municipal Equality Index from 60 to 100 over the last several years; and

**WHEREAS**, City Council recently updated Chapter 13 of the City Code to prohibit discrimination on the basis of sexual orientation, gender identity, and gender expression. We invite our community to celebrate the hard-fought victories of the LGBTQ+ community; and also acknowledge that more work remains in order to achieve full equality, inclusion, representation, and acceptance; and

**WHEREAS**, the City would like to make clear to our LGBTQ+ community: you are valued, you are worthy of celebration, and you should always feel proud of who you are; and to honor the many June LGBTQ milestones and encourage Fort Collins to celebrate diversity and inclusion, rainbow lights will be lit at City Hall throughout the month of June.

**NOW, THEREFORE**, I, Jeni Arndt, Mayor of the City of Fort Collins, do hereby declare the month of June 2024, as

## LGBTQ+ PRIDE MONTH

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the City of Fort Collins this 4th day of June, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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



# AGENDA ITEM SUMMARY

City Council

## STAFF

Heather Walls, Interim City Clerk

## SUBJECT

Consideration and Approval of the Minutes of the April 16, 2024 and May 7, 2024 Regular Meetings.

## EXECUTIVE SUMMARY

The purpose of this item is to approve the minutes of the April 16, 2024 and May 7, 2024 regular meetings.

## STAFF RECOMMENDATION

Staff recommends approval of the minutes.

## ATTACHMENTS

- 1. Draft Minutes, April 16, 2024
- 2. Draft Minutes, May 7, 2024

April 16, 2024

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Regular Meeting – 6:00 PM

PROCLAMATIONS AND PRESENTATIONS  
5:00 PM

A) PROCLAMATIONS AND PRESENTATIONS

- PP 1. Declaring April 21 through 27, 2024 as National Crime Victims' Rights Week.
- PP 2. Declaring April 21 through 27, 2024 as National Volunteer Week.
- PP 3. Declaring April 2024 as National Donate Life Month.
- PP 4. Declaring April 2024 as Asian American, Native Hawai'ian, and Pacific Islander Heritage (AANHPI) Month.

Mayor Jeni Arndt presented the above proclamations at 5:00 p.m.

REGULAR MEETING  
6:00 PM

B) CALL MEETING TO ORDER

Mayor Jeni Arndt 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 Jeni Arndt led the Pledge of Allegiance to the American Flag.

D) ROLL CALL

- PRESENT
- Mayor Jeni Arndt
- Mayor Pro Tem Emily Francis
- Councilmember Susan Gutowsky
- Councilmember Julie Pignataro
- Councilmember Tricia Canonico
- Councilmember Melanie Potyondy
- Councilmember Kelly Ohlson

- STAFF PRESENT
- City Manager Kelly DiMartino
- City Attorney Carrie Daggett
- Interim City Clerk Heather Walls

**CITY MANAGER'S AGENDA REVIEW**

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

- All items on the consent agenda were recommended for approval with no changes.
- The items on the discussion agenda were reviewed.

**F) COMMUNITY REPORTS**

None.

**G) PUBLIC COMMENT ON ANY TOPICS OR ITEMS OR COMMUNITY EVENTS**  
(Including requests for removal of items from Consent Calendar for individual discussion.)

Sophia Babb, Fort Collins resident, discussed the high cost of housing in Fort Collins and spoke in support of the Land Use Code revisions.

Chris Conway, teacher, and member of the Historic Preservation Commission, spoke on his own behalf regarding the impacts of the high cost of housing and expressed support for the Land Use Code revisions despite his statement that it does not go far enough to help solve housing issues.

Katie McMahon, Fort Collins resident, emphasized the critical need for affordable housing and spoke in support of the Land Use Code revisions.

Janet Bramhall, Fort Collins resident, spoke in support of the Land Use Code revisions.

Peter Erickson, Fort Collins resident, commented on the need for affordable and missing middle housing and spoke in support of the Land Use Code revisions and urged Council to pass it unamended.

Joel McGuire, Fort Collins resident, spoke in support of the Land Use Code despite the revisions.

Ann Hutchison, Fort Collins resident and President of the Fort Collins Area Chamber of Commerce, expressed support for the foundational Land Use Code revisions stating it will be part of the solution that allows us to take on the housing crisis in the city. Additionally, Hutchison thanked City Manager DiMartino and staff for bringing full service back to City buildings.

Kate Conley, YIMBY Fort Collins co-lead, Fort Collins resident, and architect specializing in designing multi-family affordable housing, spoke in support of the Land Use Code revisions.

Stefanie Berganini, Fort Collins resident and member of the Affordable Housing Board, spoke as Chair of the DSA Fort Collins Housing Justice Committee in favor of the Land Use Code foundational updates.

Vicki Rossen, Fort Collins resident, stated Fort Collins has never been an inexpensive place to live and building additional housing will not automatically change that. Rossen urged Council to set a goal to build affordable housing for essential workers who already live in Fort Collins. Rossen questioned why the large apartment complexes under development do not contain affordable units and stated Fort Collins should not become a Denver.

Paul Herman, Fort Collins resident and member of the Water Commission, spoke on his own behalf regarding countering those speaking in support of a ceasefire in Gaza.

Ronald Hanser, Fort Collins resident, requested Council be accountable to those that signed the petitions in support of repealing the Land Use Code in 2022 and 2023.

Karen Schwartz, Fort Collins resident, questioned what the resolution passed by Council related to a ceasefire in Ukraine accomplished, noting it was not in response to community input, and stated Council has no business in international affairs. Schwartz suggested Council should adopt a policy barring it from weighing in on all international matters.

Kevin Cross, Northern Colorado Alliance for a Livable Future, spoke in support of Gaza ceasefire resolution.

Anna Navarro, Fort Collins resident, spoke about the need for creative housing options in Fort Collins and expressed support for the Land Use Code revisions as an important first step.

Jeff Gantman, Fort Collins resident, suggested there are better ways to achieve growth without compromising the character of city neighborhoods and quality of life that makes Fort Collins special for everyone. Gantman suggested development be focused on areas that are already suited for higher density and redevelopment.

Charles Shobe, Fort Collins resident, spoke in support of the Land Use Code revisions.

Shimrit Yacobi, Fort Collins resident, thanked Councilmembers for their work and spoke in opposition to Council adopting a ceasefire resolution.

Steve Kuehneman, Executive Director of Care Housing, spoke in support of the Land Use Code revisions.

Mara Johnson, Habitat for Humanity Chief Development Officer, stated those opposed to the Land Use Code have falsely claimed the Land Use Code revisions do not support affordability given that every affordable housing provider in the area has provided input that the updated Land Use Code is a tool to support affordability in the community.

Rich Stave, Fort Collins resident, commented on the story of Pinocchio as an example of minority versus majority opinion.

Jared Ross, Fort Collins resident, spoke in support of the Land Use Code revisions. Ross also noted walkability and increased equity are closely linked to quality of life.

Kristin Candella, Fort Collins resident and Habitat for Humanity Executive Director, discussed the importance of everyone having the right to suitable housing.

Alex Statham-Lardner, Habitat for Humanity Communications Director, spoke in support of the Land Use Code revisions.

Kelly Evans, Neighbor to Neighbor, stated the new housing normal is not affordable and the current Land Use Code is not effective for the majority of residents today. Evans expressed support for the foundational Land Use Code revisions.

Laura Lenhart spoke in support of the Council adopting a ceasefire resolution.

Adam Hirschhorn discussed FEMA and a possible solar array. Additionally, Hirschhorn spoke in support of Council adopting a ceasefire resolution.

Bill King, Fort Collins resident, discussed the state legislature weakening Home Rule and opposed Council not making statements in opposition to the state regulations.

Shannon Blasus, Fort Collins resident, opposed the non-participation fee for the City trash contract and encouraged Council to table the Land Use Code decision.

Aaron Miripol, President of Urban Land Conservancy, spoke in support of the Land Use Code revisions as a first step. Miripol stated the goals of Our Climate Future will only be met with greater density along transit lines.

Brian Tracy, Fort Collins resident, opposed certain provisions of the Land Use Code, particularly pertaining to multi-plex rental buildings allowed in the Old Town B zone.

Charles Howes, Fort Collins resident, commented on a program for the disabled which is ending participation in Fort Collins due to the distance staff needs to travel. Howes spoke in favor of the Land Use Code revisions as a first step.

Connor Flynn, Fort Collins resident, spoke in favor of the Land Use Code revisions but expressed frustration about the small group of people who forced the repeal of the Code twice.

Jennifer Simpson, Fort Collins resident, spoke about the uniqueness of Fort Collins and stated a one size fits all approach does not benefit the city.

August-Carter Nelson, DSA Fort Collins Co-Chair, spoke in support of the Land Use Code revisions and stated it is short-sighted to claim Fort Collins is a small town. Additionally, Nelson expressed support for the striking down of the U+2 ordinance and urged Council to adopt a ceasefire resolution.

Madeleine Grigg spoke in support of a ceasefire resolution.

Patricia Babbit, Fort Collins resident, stated many residents are not being heard and many remain silent. Babbit also stated there is no good system in place to help people stop using their cars.

Jake Scarfe, Fort Collins resident, spoke in favor of a ceasefire resolution.

Sue Ballou, Fort Collins resident, spoke in support of the Land Use Code revisions.

Kimberly Connor, Fort Collins resident, spoke in support of a ceasefire resolution.

Public Comment ended at 7:22 p.m.

## **H) PUBLIC COMMENT FOLLOW-UP**

Mayor Arndt requested an update on the solar array repair. Deputy City Manager Tyler Marr stated there was an equipment failure at the Riverside Community Solar Garden and staff is working to replace the inverter, though securing equipment has been difficult. Marr stated staff has attempted to communicate clearly with the owners of the garden.

Councilmember Potyondy thanked the speakers and requested staff follow-up with Mr. Blasus regarding the opt-out trash fee. City Attorney Daggett discussed a Supreme Court case related to development impact fees, which would not affect fees for service.

Councilmember Ohlson concurred with Mr. King's concerns about Home Rule and stated the state legislature and governor are passing bad policies related to housing.



Councilmember Pignataro stated she serves with Councilmembers Ohlson and Canonico on the Legislative Review Committee, and they had discussions about Home Rule issues. She stated she does not support Home Rule if it is going to exempt the city from trying to help with the lack of housing.

Mayor Arndt noted the Colorado Municipal League has opposed the bills at the state level and the Legislative Review Committee has taken a neutral position. Additionally, she noted there are many bills at the state level that preempt local control, such as a water saving bill.

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

None.

**J) CONSENT CALENDAR**

**1. Consideration and Approval of the Minutes of the March 19, 2024 Regular Meeting.**

*The purpose of this item is to approve the minutes of the March 19, 2024 regular meeting.*

**Approved.**

**2. Second Reading of Ordinance No. 049, 2024, Reappropriating Funds Previously Appropriated in 2023 but Not Expended and Not Encumbered in 2023.**

*This Ordinance, unanimously adopted on First Reading on April 2, 2024, reappropriates monies in 2024 that were previously authorized by Council for expenditures in 2023 for various purposes. The authorized expenditures were not spent or could not be encumbered in 2023 because:*

- *There was not sufficient time to complete bidding in 2023 and therefore, there was no known vendor or binding contract as required to expend or encumber the monies; or*
- *The project for which the dollars were originally appropriated by Council could not be completed during 2023 and reappropriation of those dollars is necessary for completion of the project in 2024.*

*Additionally, there may have been sufficient unspent dollars previously appropriated in 2023 to carry on programs, services, and facility improvements in 2024 for those specific purposes.*

*In the above circumstances, the unexpended and/or unencumbered monies lapsed into individual fund balances at the end of 2023 and reflect no change in Council policies.*

*Monies reappropriated for each City fund by this Ordinance are as follows:*

<i>General Fund</i>	<i>\$2,498,249</i>
<i>Cultural Services Fund</i>	<i>55,000</i>
<i>Recreation Fund</i>	<i>251,064</i>
<i>Museum Fund</i>	<i>61,265</i>
<i>Transportation Service Fund</i>	<i>1,288,625</i>
<i>Water Fund</i>	<i>52,500</i>
<i>Date &amp; Communications Fund</i>	<i><u>390,600</u></i>

*Total \$4,597,303*

**Adopted on Second Reading.**

3. **Second Reading of Ordinance No. 050, 2024, Approving the Conveyance of a Temporary Construction Easement for the Construction of Permanent Stormwater Improvements on City Property to DHIC-Enclave, LLC.**

*This Ordinance, unanimously adopted on First Reading on April 2, 2024, approves an Ordinance that would permit the conveyance of a Temporary Construction Easement (the "Easement") on approximately 4.36 acres (189,996 sf) of City property known as the Redwood Detention Pond and the Redwood Channel (collectively, the "City Property") to DHIC – Enclave, LLC ("Developer"), in exchange for the construction of permanent stormwater master plan improvements on the City Property.*

*Please note that this Second Reading Agenda Item Summary has been amended to address concerns brought up by Councilmember Ohlson at First Reading (see below).*

**Adopted on Second Reading.**

4. **Second Reading of Ordinance No. 051, 2024, Approving the Conveyance of a Permanent Easement for Stormwater Drainage, a Temporary Construction Easement for the Construction of Stormwater Drainage Improvements, and a Temporary Construction Easement for the Construction of Sewer Facilities on City Property to PS-Poudre River, LLC.**

*This Ordinance, unanimously adopted on First Reading on April 2, 2024, approves an Ordinance that would permit the conveyance of one permanent drainage easement (the "Drainage Easement"), one temporary construction easement (the "Drainage TCE") for the modification of current drainage facilities, and one temporary construction easement (the "Sewer TCE") for the installation of public sewer facilities to PS-Poudre River, LLC ("PSPR"), on City Property located at 101 1st Street, which is the current location of Buckingham Park ("Buckingham Park"). Construction pursuant to the Drainage TCE will modify existing floodplain boundaries, and the Drainage Easement will allow PSPR to store additional stormwater on a portion of Buckingham Park. The Sewer TCE is for the installation of public sewer facilities required by the City so that PSPR may proceed with the development of the adjoining lands. The actual conveyance of the easements will be conditional upon PSPR, or its successors and assigns, obtaining City development approval of the contemplated work within the easements.*

*This Second Reading Agenda Item Summary has been amended to address questions raised by Councilmember Ohlson at First Reading regarding review by Boards and Commissions (see below).*

**Adopted on Second Reading.**

5. **Second Reading of Ordinance No. 052, 2024, Approving the Conveyance of One Permanent Easement and One Temporary Construction Easement for the Construction of a Portion of Phemister Trail on City Property to Colorado State University.**

*This Ordinance, unanimously adopted on First Reading on April 2, 2024, approves an Ordinance that would permit the conveyance of one (1) permanent easement (the "Trail Easement") and one (1) temporary construction easement (the "TCE") to Colorado State University ("CSU"), for the construction, operation, and maintenance of a public multi-modal trail (the "Phemister Trail") on City Property located at 2145 Centre Street, which is the current location of The Gardens on Spring Creek (the "Gardens on Spring Creek").*

*Please note that this Second Reading Agenda Item Summary has been amended to address concerns brought up by Councilmember Ohlson at First Reading. Specifically, amendments to*

address Tree Restoration and Council/Board approvals. Kim Manajek from Cultural Resources has also been added as a staff resource.

**Adopted on Second Reading.**

6. **First Reading of Ordinance No. 053, 2024, Appropriating Prior Year Reserves in the Natural Areas Fund and the Sales and Use Tax Fund for the Purpose of Land Conservation, Visitor Amenities, Restoration and Other Related Natural Areas Stewardship Activities Not Included in the 2024 Adopted City Budget.**

*The purpose of this item is to appropriate \$7,924,969 in prior year reserves in the Natural Areas Fund and \$269,466 in prior year reserves in the Sales and Use Tax fund to be transferred to the Natural Areas Fund. These appropriations are for land conservation, resource management, planning, construction of trails and other visitor amenities, restoration of wildlife habitat, and other Natural Areas Department programs and activities to benefit the residents of the City, in accordance with the Natural Areas Master Plan.*

**Adopted on First Reading.**

7. **First Reading of Ordinance No. 054, 2024, Appropriating Philanthropic Revenue Received by City Give for FC Moves to Fund an Asphalt Art Installation.**

*The purpose of this item is to request an appropriation of \$25,000 in philanthropic revenue received by City Give for FC Moves, a department within the City's Planning Development and Transportation Service Area, for an asphalt art installation as designated by the grant award. This installation is consistent with the City's Active Modes Plan.*

*In 2019, the City of Fort Collins launched City Give, a formalized enterprise-wide initiative to create a transparent, non-partisan governance structure for accepting and appropriating charitable gifts.*

**Adopted on First Reading.**

8. **Resolution 2024-059 Supporting the Grant Application for the United States Department of the Interior, Bureau of Reclamation's WaterSMART Grants: Planning and Project Design for the Poudre Flows Project and Authorizing the City Manager to Execute Agreements Regarding Such a Grant.**

*The purpose of this item is to obtain support for the City to apply for funds under the United States Department of the Interior, Bureau of Reclamation's ("Reclamation") WaterSMART Planning and Project Design ("WaterSMART") Grant Program for the Poudre Flows Project. The Reclamation requires a resolution demonstrating (1) Council's support of the City's request for funds under the WaterSMART Grant Program and, assuming the City is selected to receive funding, (2) the City's commitment to work with Reclamation in finalizing an agreement that, among other things, demonstrates the City's adherence to meet financial obligations as represented in the grant application.*

**Adopted.**

9. **Resolution 2024-060 Approving Fort Fund Program Support Disbursements.**

*The purpose of this item is to approve Fort Fund grants from the Cultural Development and Programming Account and the Tourism Programming Account for the selected community events in the Program Support Grant – March Deadline category, based upon the recommendations of the Cultural Resources Board.*

**Adopted.**

**10. Resolution 2024-061 Finding Substantial Compliance and Initiating Annexation Proceedings for the I-25 & Mulberry Annexation.**

*The purpose of this item is to determine substantial compliance and initiate annexation proceedings for voluntary annexation of the I-25 & Mulberry Annexation, located at the northeast corner of East Mulberry Street and Interstate 25. The Applicant has submitted a written petition requesting the annexation and proposed zoning. The I-25 & Mulberry Annexation totals 46.9216-acres in size.*

*The requested zoning for this annexation is General Commercial (C-G) and Industrial (I), which is in alignment with the City of Fort Collins Structure Plan designation for this area. No project development plan proposal was submitted in conjunction with the annexation application; however, it is anticipated that the landowner will submit an application to construct public infrastructure to prepare the site for future users and development.*

*The site is part of a county-approved metro district; however, this is not relevant to satisfying State statute but will be an important consideration during First Reading.*

*This annexation request is in conformance with the State of Colorado Revised Statutes as they relate to annexations, the City of Fort Collins City Plan, and the Larimer County and City of Fort Collins Intergovernmental Agreement Regarding Growth Management.*

**Adopted.**

**11. Resolution 2024-062 Approving a Purchase and Sale Agreement with Poudre School District to Acquire Land for the Southeast Community Center.**

*The purpose of this item is to approve a Purchase and Sale Agreement between the City of Fort Collins and Poudre School District (“PSD”) for the acquisition of approximately 10 acres at the southeast corner of Ziegler Road and Rock Creek Drive adjacent to Fossil Ridge High School. This acquisition is for the City to construct a new Southeast Community Center in accordance with the Intergovernmental Agreement (IGA), between the City of Fort Collins and PSD, previously approved by Council by Resolution 2023-112.*

**Adopted.**

**12. Resolution 2024-063 Confirming and Approving an Appointment to the Board of Commissioners of the Fort Collins Urban Renewal Authority.**

*The purpose of this item is to accept the Mayor’s appointment to the Urban Renewal Authority (URA) Board.*

**Adopted.**

**END OF CONSENT CALENDAR**

**Mayor Pro Tem Francis moved, seconded by Councilmember Canonico, to approve the recommended actions on items 1-12 on the consent calendar.**

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

Councilmember Gutowsky commented on Item No. 7, *First Reading of Ordinance No. 054, 2024, Appropriating Philanthropic Revenue Received by City Give for FC Moves to Fund an Asphalt Art Installation*, noting the asphalt art installations work to calm traffic and enhance the quality and safety of neighborhoods. Additionally, she commented on Item No. 9, *Resolution 2024-060 Approving Fort Fund Program Support Disbursements* and Item No. 11, *Resolution 2024-062 Approving a Purchase and Sale Agreement with Poudre School District to Acquire Land for the Southeast Community Center*.

**The motion carried, 7-0.**

**(\*\*Clerk’s Note: Mayor Arndt called for a fifteen-minute recess at 7:32 p.m. The meeting resumed at 7:47 p.m.)**

**L) STAFF REPORTS**

**Staff Report: U.S. Fish and Wildlife Service Award to Natural Areas and Utilities**

*The purpose of this item is to give Council and the community an update regarding the U.S. Fish and Wildlife Service Award presented to Utilities and Natural Areas in acknowledgement of work supporting the reintroduction of the Black-footed Ferret, an endangered species. Along with an update on Natural Areas land management and recognition of the recent presentation of the Natural Areas Conservation Award to Linda Stanley.*

Matt Parker, Ecological Stewardship Manager, introduced staff receiving the award and presenters of the award.

Tina Jackson, U.S. Fish and Wildlife Service Black-footed Ferret Species Recovery Coordinator and Kimberly Fraser, U.S. Fish and Wildlife Service Outreach Specialist, discussed the award’s history and presented the award to Christina Schroeder, Director of Plant Operations, Jen Ward, Utilities Senior Supervisor, and Katie Donohue, Natural Areas Director.

Parker presented a report on landscape and habitat management and discussed necessary collaboration and partnerships.

Katie Donohue, Natural Areas Director, discussed the Natural Areas volunteer program and announced the second Kelly Ohlson Natural Areas Conservation Award went to Linda Stanley.

Councilmember Potyondy reported on a recent educational visit to District 4 Natural Areas.

**M) COUNCILMEMBER REPORTS**

None.

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

None.

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

**13. Items Related to the Adoption of a New Land Use Code.**

*A. First Reading of Ordinance No. 055, 2024, Repealing and Reenacting Section 29-1 of the Code of the City of Fort Collins to Adopt a Revised Land Use Code by Reference that*

*Advances Adopted City Policy Goals and Incorporates Foundational Improvements and Separately Codify the 1997 Land Use Code as Transitional Land Use Regulations.*

- B. First Reading of Ordinance No. 056, 2024, Updating City Code References to Align with the Adoption of the Revised Land Use Code.*
- C. First Reading of Ordinance No. 057, 2024, Amending the Zoning Map of the City of Fort Collins to Rename All Neighborhood Conservation Low Density, Neighborhood Conservation Medium Density, and Neighborhood Conservation Buffer Zone Districts to the Old Town Zone District in Conjunction with the Adoption of the Revised Land Use Code.*

*The purpose of this item is to consider adoption of changes to the City's Land Use Code. The Land Use Code (LUC) Phase 1 Update implements policy direction in City Plan, the Housing Strategic Plan, and the Our Climate Future Plan. Regarding Ordinance No. 055, 2024, corrections to clean up inadvertent numbering in Article 4 are recommended, and a suggested motion to do so is on page 5.*

*Additionally, this item updates City Code references to match changes to the Land Use Code including updating section references and wording.*

*Finally, because the revised Land Use Code renames the Neighborhood Conservation Low Density, Neighborhood Conservation Medium Density, and Neighborhood Conservation Buffer zone districts to the Old Town zone district with corresponding subdistricts A, B, and C, updates to the zoning map to reflect the name changes are proposed. This change only affects the name of the zone districts and no changes to the boundaries are proposed.*

Caryn Champine, Director of Planning, Development and Transportation introduced the item and discussed the history and evolution of land use regulations. Champine also discussed the various plans and policies that have influenced the Code revisions and commented on the two versions of the Code that were repealed.

Noah Beals, Development Review Manager, reviewed the foundational revisions to the Land Use Code noting the primary goals were to increase housing options and affordable housing and to make the Code easier to understand with improved predictability. Beals discussed the nine items of concern that were removed from this version of the Code, including removing accessory dwelling units in the RL and UE zone districts, retaining current lot sizes and removing any additional new housing types in the current NCL zone, retaining the current minimum lot sizes in the current NCM zone, and removing restrictions on private covenants or HOAs.

Beals stated the Planning and Zoning Commission unanimously recommended approval of this draft Code and suggested three revisions: to allow only an attached ADU in the RL zone district, to allow both an attached and detached ADU in the UE zone district, and to reduce the minimum lot size for an ADU to 9,500 square feet in the current NCM zone. Beals noted these recommendations are not included in the Code before Council this evening. Additionally, Beals stated a work session is scheduled for June 11 to begin scoping the second phase of Land Use Code revisions.

#### PUBLIC COMMENT

Joe Rowan, member of One Voice, spoke in favor of the Land Use Code revisions and thanked Council for its dedication to the process.

Wayne Brothers, Fort Collins HOA coalition, cautioned Council to be careful about relying on the State Legislature to dictate land use regulations and potentially overruling Home Rule.

Trudy Haines, Fort Collins HOA Coalition, urged Council to follow through on the removal of the nine items. Additionally, Haines requested Council look at changing the size of triplexes and four-plexes allowed in the new OT-B zone and asked Council to protest the loss of Home Rule.

Rich Stave, Fort Collins resident, questioned Section 4 regarding permits and stated Section 7 regarding definitions could be a backdoor for making changes without public comment.

Ross Cunniff spoke on his own behalf, not as a Land Conservation and Stewardship Board Member, requested the provisions removed not be restored or revisited. Additionally, Cunniff suggested the OT-B zone issues be revisited prior to Second Reading.

Joy Sullivan, President and CEO of United Way, commended the community engagement process and spoke in support of the Land Use Code revisions as a foundational first step.

## COUNCIL DISCUSSION

Councilmember Ohlson stated he is planning to support the Land Use Code revisions but requested additional information regarding height and square footage for triplexes and apartment buildings in the OT-B zone. Beals replied that the allotted floor area for the two building types did increase from what is existing; however, the number of units allowed per lot did not increase. Additionally, Beals stated the wall height can be 28 feet with the ability to go higher if the building needs to be raised due to floodplain issues.

Councilmember Ohlson asked about the reasons for making those specific changes. Beals replied the changes improve aesthetics and help to ensure the units can be varied in size. Champine also noted floor area constraints have made it difficult for Old Town zone district owners to implement duplexes up to four-plexes depending on lot size.

Councilmember Potyondy expressed support for the Land Use Code revisions and noted the Planning and Zoning Commission did make a recommendation which she would also like to see included related to ADUs. She stated it is critical to move forward with the changes that have been made.

Councilmember Pignataro asked why staff did not include the ADUs per the Planning and Zoning Commission recommendation. Beals replied it was not included as staff felt it was opposed to the Council direction; however, it could be included per Council direction.

Councilmember Pignataro expressed support for the revisions and stated if ADUs pass at the state level, there will be less strict regulations than what were included in the original proposed Code.

Councilmember Canonico asked how many additional lots would be opened for ADUs by reducing the lot size to 9,500 square feet in the current NCM zone. Beals replied roughly 10% of the lots allow for carriage houses today, and decreasing the minimum lot size would increase that number by another 10% for a total of about 400 lots.

Councilmember Canonico noted the Colorado Municipal League aims to protect Home Rule for municipalities and the Colorado Community for Climate Action actively lobbies to ensure policies that will protect and further the climate goals of its member municipalities and counties. She stated she will support the Land Use Code revisions as written and commended staff's work on the process.

Councilmember Gutowsky opposed doubling the size of four-plexes and stated the changes to OT-B, while not increasing the number of units, do increase capacity. Additionally, she expressed

concern about impacts on infrastructure and parking. She asked about affordable housing incentives to help make developers partners in the development of affordable housing. Champine replied this Code includes incentives for affordable housing projects based on the Area Median Income (AMI), including reducing parking requirements, and incentivizing additional density in higher-density zone districts. Additionally, she noted Council could provide guidance for staff to explore the inclusionary housing ordinance or linkage fees.

Meaghan Overton, Housing Manager, noted the incentives proposed in this Code have not changed from previous iterations, but for a development to qualify for any affordable housing incentives, it would have to provide 10-20% of the units as affordable depending on how affordable they are.

Councilmember Ohlson noted many compromises have been made by parties on all sides of the issue and stated he would prefer the nine items removed not be revisited unless required by state action. He requested less animosity moving forward.

Mayor Pro Tem Francis requested clarification on the floor area increase noting that because 80% is allowable, setbacks and other requirements must still be met. Beals replied that all setbacks and building height limitations must be met as well as the rear lot floor area ratio.

Mayor Pro Tem Francis stated she is pro-housing, and everyone has the right to a home.

Mayor Arndt expressed support for the Land Use Code revisions and discussed voter support of pro-housing Council candidates. She discussed the current state of growth in Fort Collins and thanked staff for their work.

Councilmember Gutowsky commended the renaming of the zone districts.

***Mayor Pro Tem Francis moved, seconded by Councilmember Potyondy, to adopt on First Reading, Ordinance No. 055, 2024, repealing and reenacting Section 29-1 of the Code of the City of Fort Collins to adopt a revised Land Use Code by reference that advances adopted City policy goals and incorporates foundational improvements, and separately codify the 1997 Land Use Code as Transitional Land Use Regulations, with amendments to the revised Land Use Code to include the version of Article 4 that has corrected numbering as described in, and attached to, the Agenda Item Summary.***

***The motion carried, 6-1.***

***Ayes: Mayor Arndt, Mayor Pro Tem Francis, Councilmembers Pignataro, Ohlson, Potyondy, and Canonico.***

***Nays: Councilmember Gutowsky.***

***Mayor Pro Tem Francis moved, seconded by Councilmember Canonico, to adopt on First Reading, Ordinance No. 056, 2024, updating City Code references to align with the adoption of the Revised Land Use Code.***

***The motion carried, 7-0.***

***Ayes: Mayor Arndt, Mayor Pro Tem Francis, Councilmembers Gutowsky, Ohlson, Potyondy, Canonico, and Pignataro.***

***Nays: None.***



**Mayor Pro Tem Francis moved, seconded by Councilmember Pignataro, to adopt on First Reading, Ordinance No. 057, 2024, amending the Zoning Map of the City of Fort Collins to rename all Neighborhood Conservation Low Density, Neighborhood Conservation Medium Density, and Neighborhood Conservation Buffer Zone Districts to the Old Town Zone District in Conjunction with the Adoption of the Revised Land Use Code.**

**The motion carried, 7-0.**

**Ayes: Mayor Arndt, Mayor Pro Tem Francis, Councilmembers Ohlson, Potyondy, Canonico, Pignataro, and Gutowsky.**

**Nays: None.**

**(\*\*Clerk's Note: Mayor Arndt called for a ten-minute recess at 9:10 p.m. The meeting resumed at 9:20 p.m.)**

Prior to moving into appeal, Mayor Arndt recognized Lockie Woods and his contributions as the Graduate Management Assistant over the previous year.

**14. Appeal of Planning and Zoning Commission Approval of the Union Park Project Development Plan.**

*The purpose of this quasi-judicial item is to consider an appeal of the Planning and Zoning Commission's decision on February 15, 2024, approving the Union Park Project Development Plan (#PDP230005) located on the west side of Ziegler Road between Front Range Village and The English Ranch neighborhood.*

*A Notice of Appeal was filed on February 29, 2024, alleging the Planning and Zoning Commission failed to conduct a fair hearing when it considered evidence relevant to its findings which was substantially false or grossly misleading and failed to properly interpret and apply relevant provisions of the Land Use Code, City Code, and/or Charter.*

*Participation in an appeal hearing is limited to persons who qualify as parties-in-interest as defined in the City Code. Time for presentation of argument for and against the appeal is limited and the appellant will determine who may speak during the time allocated for support of the appeal. Those parties-in-interest opposing the appeal must coordinate and share the time allocated for opposing the appeal.*

City Attorney Daggett reviewed the appeal hearing process. She noted the appellant provided a presentation for the hearing late in the day today which did not meet the deadline for submission due to some miscommunication with City staff last week and the Mayor will need to decide whether that presentation will be allowed to be displayed during the hearing.

Clay Frickey, Planning Manager, reviewed the proposed Union Park project and associated modifications of standard and discussed the history of the project and the Overall Development Plan (ODP) for the site. Frickey noted the subject of the appeal is a roadway connection from the property to Paddington Road in English Ranch, which would not go in at this time but at such time as the intervening property redevelops if that occurs. Frickey outlined the appeal allegations related to whether the Planning and Zoning Commission conducted a fair hearing and interpretations and applications of the Land Use Code and Larimer County Urban Areas Street Standards (LCUASS).

Councilmember Pignataro stated she is familiar with the area as it is in her district.

Councilmember Gutowsky stated she attended the site visit to further understand the lay of the land.

Mayor Arndt stated she visited the site on her own also to get a lay of the land.

Jeff Janelle, Dan Bartran, Stephen Moffett, Barbara King, Jennifer Simpson, and Stephen Tenbrink identified themselves as parties-in-interest in support of the appeal.

Bob Choate, representative of Landmark Homes, the applicant, identified himself. Lacey Joyal identified herself as a party-in-interest opposed to the appeal.

Mayor Arndt outlined the time allotments for presentations and rebuttals. She asked if there is any opposition to the new evidence included in the notice of appeal. Mr. Choate replied the applicant has no opposition.

Mayor Arndt asked if there is any opposition to the appellant's slideshow presentation that was submitted after the deadline. Mr. Choate replied that the applicant has not seen the presentation and would reserve the right to object if it contains new evidence.

Matt Perkins, English Ranch resident, indicated he did not receive any notifications related to this project despite living down the street from Mr. Janelle. City Attorney Daggett indicated the notice area is set by a distance from the site to be developed and it is possible that line cuts through the English Ranch subdivision. Ryan Mounce, City Planner, confirmed that information. City Attorney Daggett noted Mr. Perkins would not be an eligible party-in-interest given he did not receive a notice or participate in a previous hearing.

**(\*\*Clerk's Note: Mayor Arndt called for a five-minute recess at 9:45 p.m. for the appellant to confer with other parties-in-interest.)**

#### **APPELLANT PRESENTATION**

Jeff Janelle stated this appeal represents concerns by most English Ranch residents, over 500 of whom signed a petition in opposition to a street connection. He discussed the history of the connection issue. He noted Paddington Road was built prior to the adoption of LUCASS and therefore does not meet most of the collector level street criteria. He showed slides of streets in English Ranch and discussed the safety issues that would arise with additional traffic. He discussed the traffic study submitted by the applicant and commented on the use of active modes in the neighborhood and discussed the previously approved alternative compliance for a bike and pedestrian only connection rather than a roadway connection.

Mayor Pro Tem Francis requested clarification on the Overall Development Plan (ODP) versus the Project Development Plan (PDP) and whether this item is appealable to Council. City Attorney Daggett explained the history of the project stating the ODP was remanded to the Planning and Zoning Commission and there was a time period during which the decision on remand could have been appealed to Council; however, that time period passed without an appeal being filed and the approved ODP remains the controlling document for any PDPs that come forward and the Land Use Code requires any PDP to comply with the ODP. She stated Council could conclude that it has not heard a case that would lead it to overturn the Planning and Zoning Commission decision and make two motions, one on the fair hearing issue, and one on the interpretation and application issue.

## **APPLICANT PRESENTATION**

Bob Choate noted this is the sixth public hearing that has been held on the project and the result has been a year-long delay. He noted this iteration of the project plan fully meets the Code without the previously approved alternative compliance. He also noted the traffic study submitted by the applicant was accepted by the City's Traffic Engineer and the Planning and Zoning Commission.

## **APPELLANT REBUTTAL**

Mr. Janelle stated there were no appeals filed after the ODP remand decision because the residents had been led to believe it was not an appealable decision. He stated it would be irresponsible to place the additional traffic on the English Ranch streets given the number of vulnerable road users. He also stated a bike and pedestrian connection could help set an example for an active modes addition to the area. He expressed concern about the notification boundary and stated the 'one size fits all' approach is not working.

## **APPLICANT REBUTTAL**

None.

## **COUNCIL QUESTIONS/DISCUSSION**

Councilmember Pignataro asked if a neighborhood meeting occurred between the September Planning and Zoning Commission remand decision and the end of the 14-day appeal window. Ryan Mounce, City Planner, replied that the neighborhood meeting for the PDP was held in November.

Councilmember Ohlson requested clarification as to whether the neighborhood had been told it could not appeal the remanded decision. Mounce replied that the question about whether the September decision could be appealed did not come until the neighborhood meeting in November which was outside the appeal period.

Councilmember Ohlson asked if the City assists neighborhoods to help with these types of issues and dates. Frickey replied planners are always available for questions and there is a Development Review Liaison who attends all meetings as a resource for neighborhoods.

Councilmember Ohlson asked about the project developer's opinion on the connection. Frickey replied the developer was comfortable with the pedestrian and bicycle connection and noted there is a Land Use Code requirement that development connects to adjacent properties, which is why Council remanded the decision back to the Planning and Zoning Commission.

Councilmember Pignataro asked if the same requirement is present in the forthcoming foundational Land Use Code. Frickey replied in the affirmative.

Councilmember Gutowsky asked if there is a protocol related to informing residents of the 14-day appeal period. Frickey replied every decision of the Planning and Zoning Commission is appealable, per the Land Use Code, and he did not provide any guidance to anyone asking about that at the Commission hearing in September.

Councilmember Pignataro noted the PDP must adhere to the ODP which was decided in the fall, and because it was not appealed at that time, Council cannot change the result. She indicated her commitment to help install speed tables in English Ranch to make it inconvenient to cut through the neighborhood if the connection occurs during her tenure on Council.

Item 1.

Councilmember Ohlson stated Council does not have the authority to eliminate or alter the connection in deciding this appeal as that needed to occur at the ODP level.

**Mayor Pro Tem Francis moved, seconded by Councilmember Canonico, related to appeal question one, that the Planning and Zoning Commission conducted a fair hearing.**

**The motion carried, 7-0.**

**Ayes: Mayor Arndt, Mayor Pro Tem Francis, Councilmembers Ohlson, Potyondy, Canonico, Pignataro, and Gutowsky.**

**Nays: None.**

**Mayor Pro Tem Francis moved, seconded by Councilmember Canonico, related to the appeal question two, that the Planning and Zoning Commission properly interpreted and applied the Land Use Code in Larimer County Urban Area Street Standards.**

**The motion carried, 7-0.**

**Ayes: Mayor Arndt, Mayor Pro Tem Francis, Councilmembers Ohlson, Potyondy, Canonico, Pignataro, and Gutowsky.**

**Nays: None.**

**P) OTHER BUSINESS**

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

None.

**Q) ADJOURNMENT**

There being no further business before the Council, the meeting was adjourned at 10:45 p.m.

\_\_\_\_\_  
Mayor

ATTEST:

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

May 7, 2024

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Regular Meeting – 6:00 PM

PROCLAMATIONS AND PRESENTATIONS  
5:00 PM

A) PROCLAMATIONS AND PRESENTATIONS

- PP 1. Declaring May 7, 2024 as Pat Ferrier Appreciation Day.
- PP 2. Declaring the week of May 12 through 18, 2024 as National Police Week and May 15, 2024 as Peace Officers Memorial Day.
- PP 3. Declaring the week of May 19 through 25, 2024 as National Travel and Tourism Week.
- PP 4. Declaring the month of May 2024 as Mental Health Awareness Month.
- PP 5. Declaring the month of May 2024 as National Water Safety Month. Mayor Jeni Arndt presented the above proclamations at 5:00 p.m.

Mayor Pro Tem Francis presented the above proclamations at 5:00 p.m.

REGULAR MEETING  
6:00 PM

B) CALL MEETING TO ORDER

Mayor Pro Tem Emily Francis called the regular meeting to order at 6:10 p.m. in the City Council Chambers at 300 Laporte Avenue, Fort Collins, Colorado, with hybrid participation available via the City’s Zoom platform.

A review of the interpretation services being offered was provided.

C) PLEDGE OF ALLEGIANCE

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

D) ROLL CALL

- PRESENT
- Mayor Pro Tem Emily Francis
- Councilmember Susan Gutowsky
- Councilmember Julie Pignataro
- Councilmember Tricia Canonico
- Councilmember Melanie Potyondy
- Councilmember Kelly Ohlson

ABSENT

Mayor Jeni Arndt (Excused)

STAFF PRESENT

City Manager Kelly DiMartino

City Attorney Carrie Daggett

Interim City Clerk Heather Walls

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

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

- All items on the consent agenda were recommended for approval with no changes.
- The items on the discussion agenda were reviewed.

**F) COMMUNITY REPORTS**

None.

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

*(Including requests for removal of items from Consent Calendar for individual discussion.)*

Carin Avila Rocky Mountain Raptor Program Executive Director discussed the proposed use of the Hughes Stadium site as Wildlife Nature Campus.

Randy Morgan thanked Council for the ability to speak and continued the presentation on the Wildlife Nature Campus concept.

Andi Hart opposed the National Police Week proclamation and discussed various police related incidents.

Tammy VerCauteran Bird Conservatory of the Rockies Executive Director continued the presentation on the Wildlife Nature Campus concept.

Michelle G. discussed living as a Jew in America.

Lou Griff expressed support for public safety and the National Police Week proclamation.

Ash W spoke in support of a ceasefire resolution.

Vicki Rossen requested Council move forward with removing the nine most controversial Land Use Code changes and opposed increasing density.

Sue McFaddin requested the removal of Item No. 2, *Second Reading of Ordinance No. 053, 2024, Appropriating Prior Year Reserves in the Natural Areas Fund and the Sales and Use Tax Fund for the Purpose of Land Conservation, Visitor Amenities, Restoration and Other Related Natural Areas Stewardship Activities Not Included in the 2024 Adopted City Budget*, from the consent agenda for additional discussion.

Jeff Gantman requested Council move forward with removing the nine most controversial Land Use Code changes.

Maddy Walinchus, Northern Colorado Wildlife Center, continued the presentation on the Wildlife Nature Campus concept.

Bob Nightwalker, Northern Colorado Wildlife Center, continued the presentation on the Wildlife Nature Campus concept, specifically highlighting the value of volunteers.

William Fairbank expressed support for the removal of the nine most controversial Land Use Code changes.

Brian Tracy opposed the increase in allowable floor area in 4-plexes in the OTB zone.

Steve Yurash suggested a Charter amendment preventing Council from addressing issues outside of Colorado and suggested for the Land Use Code related to providing privacy between neighbors by not allowing buildings to protrude through the daylight plane.

Peter O'Neil expressed support for the removal of the nine most controversial Land Use Code changes and urged Council to consider the demand side of the housing equation.

Bill King stated the City has officially registered an opinion on very few state land use bills and opposed House Bill 24-1107, which he stated the City has supported.

Rich Stave opposed the purchase of trash carts by the City and expressed concern about tax dollars going to climate.

Charles Kopp supported the removal of the nine most controversial Land Use Code changes.

Bill Dieterich stated it is a false premise that increased density will create affordable housing.

Claire (no last name given) opposed using funds per Item No. 10, *First Reading of Ordinance No. 063, 2024, Making a Supplemental Appropriation from the Colorado Department of Local Affairs Gray and Black-Market Marijuana Enforcement Grant Program for the Fort Collins Police Services Marijuana Enforcement Program* and expressed support for college student protests related to the Israel/Gaza conflict.

Tom Farnsworth expressed concern about the state pre-empting local control.

Trudy Haines, Fort Collins HOA Coalition, supported the removal of the nine most controversial Land Use Code changes and urged Council to honor that commitment moving forward.

Paul Herman, Water Commission member speaking on his own behalf, expressed concern about extremism growing across the United States.

Colleen Hoffman, Preserve Fort Collins and the Fort Collins HOA Coalition, expressed concern about the effects of increased density on infrastructure and resources and supported the removal of the nine most controversial Land Use Code changes. Hoffman urged Council to fight for its home rule status.

Peter Erickson stated housing affordability affects everyone and commented on his neighborhood being the densest zone in town.

Adam Hirschhorn stated housing is not just a local problem.

Danny Crisafulli stated Fort Collins is a city grasping with affordability, yet Council is still voting to remove ADUs from the Land Use Code.

Laura Lenhart expressed support for a ceasefire resolution and opposed an increase in policing.

Nancy York expressed concern about climate change and stated keeping the planet habitable should be a priority. York expressed concern about the non-functional Riverside Community Solar project.

Shirley Peel thanked Council for considering appointing her to the Planning and Zoning Commission and expressed concern about the Trilby and College intersection design, specifically the slip lanes.

Chris Griffith thanked Council for its support of Police Week.

Tallon Nightwalker, Northern Colorado Wildlife Center, expressed support for a Wildlife Nature Campus at the former Hughes Stadium site.

Alli (no last name given) opposed the recognition of Police Week and expressed support for a ceasefire resolution.

Lorena Lopez discussed the need to address the historic marginalization of the communities in the north Fort Collins area, specifically the Hispanic community, and proposed development projects be focused on improving housing, roads, and public utilities be initiated with input from the area residents.

Theresa Lopez commented on the marginalization and neglect of North College mobile home parks and urged Council to work to make improvements through comprehensive infrastructure projects. Lopez stated progress should include everyone.

Rebecca Mendoza commented on developments that carry the weight of historical neglect and the promise of future inclusion and expressed concern about North College developments further marginalizing area neighborhoods. Mendoza urged Council to utilize appropriated funds for meaningful community engagement with all community members.

Eloisa Ruiz expressed concern about recent development proposals that seem to diverge significantly from the North College Investment Plan.

Sabrina Herick discussed the proclamations related to National Polic Week and Mental Health Awareness Month and stated her autistic child was abused by a Poudre School District transportation employee. Herick requested Council pledge to increase the local police budget only with funds earmarked specifically for de-escalation and mental health response training for officers.

Public comment ended at 7:41 p.m.

## **H) PUBLIC COMMENT FOLLOW-UP**

Councilmember Canonico thanked the speakers and noted Fort Collins is a member of the Colorado Municipal League (CML) and Colorado Communities for Climate Action, both of which have full time staff at the state capital. She noted CML recommended a position of support for House Bill 24-1107 and requested staff provide some additional detail on that recommendation. Ginny Sawyer, Policy Manager, replied the bill relates to recouping costs and being protective of the City's financial stewardship.

Councilmember Canonico requested staff input on Shirley Peel's comments related to slip lanes in intersection design. City Manager DiMartino replied it is too late in the design process to eliminate the slip lanes from the Trilby/College intersection, but intersections will be examined moving forward on a case-by-case basis.



Councilmember Canonico requested staff input on the status of the Riverside Community Solar Garden. Brian Tholl, Energy Services Manager, replied Utilities is hosting two upcoming community listening sessions regarding the solar garden. Additionally, Tholl noted the array was built in 2014 with a single central inverter rather than the current design with many smaller inverters; therefore, work has been needed to develop a redesign solution.

Councilmember Potyondy thanked the speakers and requested clarification on Item No. 10, *First Reading of Ordinance No. 063, 2024, Making a Supplemental Appropriation from the Colorado Department of Local Affairs Gray and Black-Market Marijuana Enforcement Grant Program for the Fort Collins Police Services Marijuana Enforcement Program*. City Manager DiMartino clarified that is a grant appropriation. Greg Yeager, Deputy Police Chief, clarified the state grant funds come from the legal sale of marijuana which are then distributed to municipalities to help combat illegal marijuana sales.

Councilmember Potyondy requested additional information regarding the process for the use of the Hughes Stadium site. City Manager DiMartino stated Council will be discussing the proposed timeline for the development of the property's master plan at its conversation on council priorities at next week's work session and the plan is to have the process outlined by June.

Councilmember Pignataro thanked the speakers and noted the trash carts mentioned by Mr. Stave belong to the City per Item No. 7, *First Reading of Ordinance No. 060, 2024, Appropriating Philanthropic Revenue Received Through City Give for Environmental Services Curbside Recycling*, to allow for a change in contractor moving forward. Additionally, she noted that is grant funding as well.

Councilmember Pignataro requested additional information regarding the North College community engagement appropriation. City Manager DiMartino replied she would follow-up to determine if that specific appropriation was part of a URA item.

Councilmember Pignataro asked if staff pursued a grant for the parts needed for the solar array. City Manager DiMartino noted part of the 2050 tax appropriation does include \$250,000 for the solar garden. Tholl stated staff is exploring other grant opportunities and noted the challenge now is to reenergize the array in a timely manner while balancing the future needs and enhancements of the site.

Councilmember Pignataro requested staff follow-up on comments regarding the distribution of 2050 tax funds and electrification of golf carts. Jacob Castillo, Chief Sustainability Officer, clarified the electrification relates to the utility carts used by Parks and Recreation, not to golf carts.

Councilmember Ohlson requested a follow-up memo regarding Steve Yurash's question dealing with the daylight plane and its relationship to solar access. City Manager DiMartino replied staff will provide a follow-up memo.

Councilmember Ohlson commented on the importance of addressing the Hughes Stadium site during this Council's two-year term. He also stated the Fort Collins Police Department is a professional force always striving for improvement and noted funding more items related to mental health is moving forward and led by Police Services leadership.

Mayor Pro Tem Francis noted Council will be discussing an engagement plan for full community input regarding the Hughes Stadium property at its next work session. She also requested additional follow-up regarding the North College Investment Plan and community outreach.

**COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION**

None.

**J) CONSENT CALENDAR****1. Consideration and Approval of the Minutes of the April 2, 2024 Regular Meeting.**

*The purpose of this item is to approve the minutes of the April 2, 2024 regular meeting.*

***Adopted.***

**2. Second Reading of Ordinance No. 053, 2024, Appropriating Prior Year Reserves in the Natural Areas Fund and the Sales and Use Tax Fund for the Purpose of Land Conservation, Visitor Amenities, Restoration and Other Related Natural Areas Stewardship Activities Not Included in the 2024 Adopted City Budget.**

*This Ordinance, unanimously adopted on First Reading on April 16, 2024, appropriates \$7,924,969 in prior year reserves in the Natural Areas Fund and \$269,466 in prior year reserves in the Sales and Use Tax fund to be transferred to the Natural Areas Fund. These appropriations are for land conservation, resource management, planning, construction of trails and other visitor amenities, restoration of wildlife habitat, and other Natural Areas Department programs and activities to benefit the residents of the City, in accordance with the Natural Areas Master Plan.*

***Adopted on Second Reading.***

**3. Second Reading of Ordinance No. 054, 2024, Appropriating Philanthropic Revenue Received by City Give for FC Moves to Fund an Asphalt Art Installation.**

*This Ordinance, unanimously adopted on First Reading on April 16, 2024, requests an appropriation of \$25,000 in philanthropic revenue received by City Give for FC Moves, a department within the City's Planning Development and Transportation Service Area, for an asphalt art installation as designated by the grant award. This installation is consistent with the City's Active Modes Plan.*

*In 2019, the City of Fort Collins launched City Give, a formalized enterprise-wide initiative to create a transparent, non-partisan governance structure for accepting and appropriating charitable gifts.*

***Adopted on Second Reading.***

**4. Items Relating to the Adoption of a New Land Use Code.**

*A. Second Reading of Ordinance No. 056, 2024, Updating City Code References to Align with the Adoption of the Revised Land Use Code.*

*B. Second Reading of Ordinance No. 057, 2024, Amending the Zoning Map of the City of Fort Collins to Rename All Neighborhood Conservation Low Density, Neighborhood Conservation Medium Density, and Neighborhood Conservation Buffer Zone Districts to the Old Town Zone District in Conjunction with the Adoption of the Revised Land Use Code.*

*These ordinances, unanimously adopted on First Reading on April 16, 2024, consider adoption of changes to the City's Land Use Code. The Land Use Code (LUC) Phase 1 Update implements policy direction in City Plan, the Housing Strategic Plan, and the Our Climate Future Plan.*

Regarding Ordinance No. 055, 2024, corrections to clean up inadvertent numbering in Article 4 are recommended, and a suggested motion to do so is on page 5.

Additionally, this item updates City Code references to match changes to the Land Use Code including updating section references and wording.

Finally, because the revised Land Use Code renames the Neighborhood Conservation Low Density, Neighborhood Conservation Medium Density, and Neighborhood Conservation Buffer zone districts to the Old Town zone district with corresponding subdistricts A, B, and C, updates to the zoning map to reflect the name changes are proposed. This change only affects the name of the zone districts and no changes to the boundaries are proposed.

Ordinance No. 055, 2024, will be considered under discussion due to a split vote.

**Ordinance No. 056, 2024, Adopted on Second Reading.**

**Ordinance No. 057, 2024, Adopted on Second Reading.**

5. **First Reading of Ordinance No. 058, 2024, Making Supplemental Appropriation of the 2050 Tax for Various Programs and Services Related to Parks, Recreation, Transit and Our Climate Future.**

*The purpose of this item is to appropriate the 2024 funding of the new 2050 Tax. In November 2023, Fort Collins voters approved this 0.5% Sales & Use Tax increase, which is dedicated to the areas of Parks, Recreation, Transit and Climate. This tax begins in 2024 and expires at the end of 2050.*

**Adopted on First Reading.**

6. **First Reading of Ordinance No. 059, 2024, Making a Supplemental Appropriation from the Local Planning Capacity Grant for the Affordable Housing and Planning Development Process Improvement Project and Approving a Related Grant Agreement.**

*The purpose of this item is to appropriate awarded funds from the Proposition 123 Local Planning Capacity (LPC) Grant, administered by the State Department of Local Affairs (DOLA). This \$200,000 grant to the City will support a 12- to 18-month process improvement project intended to reduce development review timelines for affordable housing developments to meet Proposition 123's 90-day "fast track" approval requirements.*

**Adopted on First Reading.**

7. **First Reading of Ordinance No. 060, 2024, Appropriating Philanthropic Revenue Received Through City Give for Environmental Services Curbside Recycling.**

*The purpose of this item is to appropriate an award of approximately \$664,000 to defray the cost of new recycling carts being purchased for the City's Residential Contracted Trash and Recycling Program and to support recycling outreach and education for the community.*

**Adopted on First Reading.**

8. **First Reading of Ordinance No. 061, 2024, Appropriating Prior Year Reserves and Unanticipated Philanthropic Revenue Received Through City Give for Various Programs and Services as Designated by the Donors.**

*The purpose of this item is to request appropriation of \$58,235 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.**

9. **First Reading of Ordinance No. 062, 2024, Appropriating Philanthropic Revenue Received Through City Give for the Art in Public Places Program, Pianos About Town Project.**

*The purpose of this item is to consider an appropriation of \$47,115 in philanthropic revenue received through City Give for the Art in Public Places program for the designated purpose of Pianos About Town, a collaborative effort among the City of Fort Collins Art in Public Places program, the Fort Collins Downtown Development Authority, and the donor, Bohemian Foundation.*

**Adopted on First Reading.**

10. **First Reading of Ordinance No. 063, 2024, Making a Supplemental Appropriation from the Colorado Department of Local Affairs Gray and Black-Market Marijuana Enforcement Grant Program for the Fort Collins Police Services Marijuana Enforcement Program.**

*The purpose of this item is to support Fort Collins Police Services' Marijuana Enforcement Program in investigating gray and black-market marijuana cases by appropriating \$39,641 of unanticipated grant revenue from the Colorado Department of Local Affairs (DOLA), Gray and Black-Market Marijuana Enforcement.*

**Adopted on First Reading.**

11. **Items Relating to the College Avenue-Trilby Road Intersection Improvements Project.**

*A. Resolution 2024-064 Authorizing the Execution of an Amendment to an Existing Intergovernmental Agreement between the City of Fort Collins, Colorado, and the Colorado Department of Transportation for the College Avenue-Trilby Road Intersection Improvements Project.*

*B. First Reading of Ordinance No. 064, 2024, Making Supplemental Appropriations of Prior Year Reserves and Grant Revenue from the Colorado Department of Transportation and Authorizing Transfers for the College Avenue-Trilby Road Intersection Improvements Project.*

*The purpose of this item is to enable the City to receive and expend Colorado Department of Transportation (CDOT) funds for the College Avenue-Trilby Road Intersection Improvements Project (Project). The funds will be used for construction of improvements at the intersection of South College Avenue and Trilby Road. If approved, this item will: 1) authorize the Mayor to execute an amendment to the Intergovernmental Agreement (IGA) for the Project with CDOT; 2) appropriate \$361,361 of Congestion Mitigation and Air Quality (CMAQ) Improvement Program grant funds for the Project; 3) appropriate \$1,870,000 of Highway Improvement Program (HIP)*

grant funds; 4) appropriate \$5,272,260 of Surface Transportation Block Grant (STBG) Program funds; 5) appropriate \$2,000,000 of Funding Advancements for Surface Transportation and Economic Recovery (FASTER) Act grant funds; 6) use \$14,800 from development contributions to construction as part of the local match; 7) appropriate as part of the local match contribution \$1,300 from the Transportation Capital Expansion Fee (TCEF) Reserves; 8) appropriate \$113 (0.7% of the local match amount) from TCEF Reserves to the Art in Public Places Program; and 9) appropriate \$48 (0.3% of the local match amount) for maintenance of art from Transportation Fund Reserves to the Art in Public Places Program.

**Resolution 2024-064 Adopted.**

**Ordinance No. 064, 2024, Adopted on First Reading.**

**12. Items Relating to Sewer Service for the Northern Colorado Regional Airport's New Terminal.**

*A. Resolution 2024-065 Authorizing Execution of an Intergovernmental Agreement Between the City of Fort Collins, the City of Loveland and the South Fort Collins Sanitation District for Purchase of a Sewer Tap for the New Terminal at the Northern Colorado Regional Airport.*

*B. First Reading of Ordinance No. 065, 2024, Authorizing the Conveyance of a Permanent Non-Exclusive Sewer Easement on Property Jointly Owned by the City of Fort Collins and the City of Loveland at the Northern Colorado Regional Airport.*

*The purpose of the Resolution is to authorize the City Manager to execute an intergovernmental agreement for the purchase of a sewer tap from South Fort Collins Sanitation District sewer for service at the Airport's new terminal. The proposed Ordinance will authorize a conveyance of an easement to the Sanitation District to allow for a sewer service line for the terminal. The easement is over a portion of the Northern Colorado Regional Airport property, which is owned jointly by the City of Fort Collins and the City of Loveland.*

**Resolution 2024-065 Adopted.**

**Ordinance No. 065, 2024 Adopted on First Reading.**

**13. Resolution 2024-066 Authorizing the City Manager to Enter into an Agreement with Various Entities Regarding the Poudre Water Supply Infrastructure Wildfire Ready Action Plan.**

*The purpose of this item is to request approval for Fort Collins Utilities ("Utilities") to enter into an agreement with the City of Greeley and Water Supply and Storage Company (collectively "Project Partners") to jointly develop a Wildfire Ready Action Plan ("WRAP"). The Cache la Poudre ("Poudre") River watershed is a shared resource for municipal, agricultural, and recreational water users, with critical and separately owned water supply infrastructure located near Cameron pass. Staff from Utilities' Watershed Program and Project Partners aim to address the vulnerability of this infrastructure and water supplies to post-wildfire impacts by developing a collaborative WRAP. The proposed agreement regarding the Poudre Water Supply Infrastructure WRAP outlines the terms for this collaboration. The Water Commission has formally recommended that Council authorize the City Manager to sign the agreement.*

**Adopted.**

14. **Resolution 2024-067 Adopting Findings of Fact in Support of the City Council's Decision on Appeal to Uphold the Planning and Zoning Commission Approval of the Union Park Project Development Plan PDP230005.**

*The purpose of this item is to make findings of fact and conclusions regarding Council's decision at the April 16, 2024, Union Park Project Development Plan appeal hearing that the Planning and Zoning Commission held a fair hearing and properly interpreted the Land Use Code and Larimer County Urban Area Street Standards and upholding the Planning and Zoning Commissions' approval of the Union Park Project Development Plan.*

**Adopted.**

15. **Resolution 2024-068 Making an Appointment to the Planning and Zoning Commission.**

*The purpose of this item is to fill a vacancy on the Planning and Zoning Commission.*

*In March 2024, Planning and Zoning Commission member Samantha Stegner resigned.*

*Pursuant to Council policy, the recommended appointee, Shirley Peel, has completed or will complete the required acknowledgement and acceptance of the Code of Conduct and the applicable laws and policies that govern service on City boards and commissions.*

**Adopted.**

#### **END OF CONSENT CALENDAR**

***Councilmember Pignataro moved, seconded by Councilmember Gutowsky, to approve the recommended actions on items 1-15 on the consent calendar.***

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

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

Councilmember Ohlson requested follow-up regarding the contractor at the Trilby and College intersection project attempting to bury the prairie dog village at that location and asked what changes are being planned to minimize the likelihood of those things happening in the future. City Manager DiMartino replied the City does require burying not occur, and in this case, as soon as it was reported, action was taken very quickly to intervene so animals were not harmed. Additionally, she noted staff is working proactively to ensure that contractors are fully aware of those requirements.

Councilmember Canonico thanked the donors who have provided grants through City Give for the purchase of recycling carts, the Pianos About Town project, and other projects.

Mayor Pro Tem Francis commented on Item No. 6, *First Reading of Ordinance No. 059, 2024, Making a Supplemental Appropriation from the Local Planning Capacity Grant for the Affordable Housing and Planning Development Process Improvement Project and Approving a Related Grant Agreement*, which will help move the City's affordable housing approval process from 18 to 12 months.

Councilmember Gutowsky commended the Pianos About Town and asphalt art projects, both of which are funded for the purpose of creating art for the community.

**STAFF REPORTS**

None.

**M) COUNCILMEMBER REPORTS**

Councilmember Potyondy thanked the City staff members who have been helpful in showing her some of the inner workings of the organization.

Councilmember Canonico thanked the Police Chief for coming up with idea of reaching out to other leaders around the country and the Navajo nation regarding furthering democracy, the science of crime prevention, and working together to promote better policing. She also reported on speaking to fourth graders at Zach Elementary School and on volunteering at the Colorado Marathon. She congratulated the Parks and Recreation Department for a successful Kids in the Park event at Twin Silo Park and reported on the Earth Day event.

Councilmember Gutowsky reported on the Center for Family Outreach annual fundraiser and on the Arbor Day event at Johnson Elementary School, noting Platte River Power Authority gifted the City \$3,500 to purchase trees that were planted on Arbor Day. She noted Fort Collins has been recognized as a Tree City USA by the National Arbor Day Foundation for 46 years.

Mayor Pro Tem Francis reported on the City of Fort Collins employee appreciation event and thanked the City's employees for all their work.

**(\*\*Clerk's Note: Mayor Pro Tem Francis called for a brief recess at this point in the meeting. The meeting resumed at 8:25 p.m.)**

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

None.

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

16. **Second Reading of Ordinance No. 055, 2024, Repealing and Reenacting Section 29-1 of the Code of the City of Fort Collins to Adopt a Revised Land Use Code by Reference that Advances Adopted City Policy Goals and Incorporates Foundational Improvements and Separately Codify the 1997 Land Use Code as Transitional Land Use Regulations**

*This ordinance, adopted on First Reading on April 16, 2024, by a vote of 6-1 (Nays: Councilmember Gutowsky) considers adoption of changes to the City's Land Use Code. The Land Use Code (LUC) Phase 1 Update implements policy direction in City Plan, the Housing Strategic Plan, and the Our Climate Future Plan. Regarding Ordinance No. 055, 2024, corrections to clean up inadvertent numbering in Article 4 are recommended, and a suggested motion to do so is on page 5.*

*Second Reading of Ordinance No. 055, 2024, is considered under discussion due to a split vote at First Reading. Second Readings of Ordinance Nos. 056 and 057, 2024, are being considered with the consent calendar.*

PUBLIC COMMENT

Rich Stave commented on the importance of definitions and stated higher density can lead to higher risk in terms of fire and can negatively impact resources. He expressed opposition to allowing ADUs in residential areas.

Paul Patterson requested Council honor its commitment to keeping the nine controversial items out of the Land Use Code.

Ross Cunniff, Land Conservation and Stewardship Board Member speaking on his own behalf, encouraged Council to adopt the Code before it and encouraged staff to add more clarity regarding solar access related to increased massing in the Old Town B zone. Cunniff also encouraged Council to work to amend or repeal state statutes that usurp home rule authority with respect to land use.

Kathryn Dubiel stated she would like to be able to trust the Council to handle future Land Use Code discussions in a way that respects its promises to its citizens and would like to trust that Council will fully disclose any proposed changes in agenda item summaries, specifically citing a change to the percentage of the lot size that can be built upon in one of the Old Town zone districts. Additionally, Dubiel requested Council make affordable housing units a significant deliverable of projects in the future.

Joe Rowan expressed support for the Land Use Code changes but stated additional work on affordable housing needs to be done by increasing supply, considering fee structures and rates, and in looking at the 15-minute city concept.

#### COUNCIL DISCUSSION

Mayor Pro Tem Francis asked if there were any changes to the ordinance between First and Second Reading. Deputy City Manager Marr replied in the negative.

Councilmember Ohlson noted the issue related to four-plexes and tri-plexes was included in the original set of changes. Noah Beals, Development Review Manager, confirmed that information and reiterated it was included in the Land Development Code and the Land Use Code.

Councilmember Gutowsky expressed doubt that density equals affordability and that, given the cost of construction, truly affordable housing can be built. Additionally, she stated she does not see a concerted effort to build AMI (Area Median income) qualified housing despite Code incentives. She commented on attending two ribbon cuttings for Landmark housing projects over the past week, one for a market rate project which still had price points well below the area, and one for an AMI-qualified project. She noted both projects contained very well-built homes.

Councilmember Gutowsky expressed concern there is no accountability built into the Land Use Code and asked for staff input on what is already being measured in terms of affordable housing development. She requested a report in perhaps a year regarding future success. Meaghan Overton, Housing Manager, replied that a great amount of data is available in multiple formats, including a publicly available housing dashboard. She noted a new data analyst has been hired to provide regular community-facing reports. She provided a graphic of the different types of housing that have been built from 2007-2023 and noted there are multiple mechanisms in place to ensure what is promised to be built is built.

Councilmember Gutowsky commented on the importance of measuring success, and given the information provided, she stated she will support the Land Use Code on Second Reading.

Councilmember Ohlson noted Council eliminated the most controversial items in the Land Use Code and stated he is hopeful the state's land use regulations will be challenged.



Councilmember Gutowsky commented on the importance of having a unanimous vote on such large items.

Mayor Pro Tem Francis stated there is robust data on housing, affordability, where the city needs to go, and how it is going to get there. She stated the Land Use Code helps to address the mismatch of the housing needed and the housing being built.

**Councilmember Pignataro moved, seconded by Councilmember Canonico, to adopt on Second Reading, Ordinance No. 055, 2024, Repealing and Reenacting Section 29-1 of the Code of the City of Fort Collins to Adopt a Revised Land Use Code by Reference that Advances Adopted City Policy Goals and Incorporates Foundational Improvements and Separately Codify the 1997 Land Use Code as Transitional Land Use Regulations, with amendments to the revised Land Use Code to include the version of Article 4 that has corrected numbering as described in, and attached to, the Agenda Item Summary.**

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

**Ayes: Mayor Arndt, Mayor Pro Tem Francis, Councilmembers Pignataro, Ohlson, Potyondy, Gutowsky, and Canonico.**

**Nays: None.**

#### 17. Mason Street Infrastructure Overall Development Plan Appeal

*The purpose of this quasi-judicial item is to consider an appeal of the Planning and Zoning Commission's decision on February 15, 2024, approving the Mason Street Infrastructure Overall Development Plan (ODP) #ODP230001. The ODP was approved on a vote of 5-0 (Stegner did not participate due to a conflict of interest).*

*The Appellant, Charles Meserlian, filed a Notice of Appeal on February 27, 2024, alleging:*

- ***That the Planning and Zoning Commission (P&Z) failed to conduct a fair hearing in that they considered evidence relevant to their findings which was substantially false or grossly misleading. The Appellants assert that:***

*“During the staff presentation for the Mason Street Infrastructure Overall Development Plan (ODP), it was stated that there is plenty of space for the ultimate regional detention pond. It is believed that this is grossly misleading since there is no evidence or analysis provided to reference that the ultimate regional [detention] pond is feasible with the proposed ODP improvements.”*

- ***That the Planning and Zoning Commission (P&Z) failed to properly interpret and apply relevant provisions of the Land Use Code and City Code – specifically Land Use Code subsection 3.3.2(D)(5) regarding requirements for a building permit to be issued, specifically stormwater drainage facilities and appurtenances as required by Section 26-544 of the City Code. The appeal also lists City Code Section 26-543(a)(4) regarding adoption of the Dry Creek Basin Master Drainage Plan by reference.***

City Attorney Carrie Daggett provided an explanation of the appeal process and nature of the appeal.

Paul Sizemore, Community Development and Neighborhood Services Director, discussed the location of the Mason Street Infrastructure Overall Development Plan (ODP) and noted the ODP involves two parcels, one privately owned and one owned by the City, and the plan proposes to reshape the two parcels into three lots and Mason Street right-of-way. Sizemore noted the private property owner has a goal of locating a homeless shelter on one of the proposed lots; however,

this ODP does not contain any proposed land uses and only contains alignments for drainage, the street, pipes, and electric lines. Sizemore noted a detailed Project Development Plan (PDP) would follow the ODP with much more design detail for the infrastructure, and any future PDP would have its own process and hearing.

Sizemore stated the appeal primarily deals with the proposed stormwater detention pond shown on the ODP which is an interim design prior to the development of the regional stormwater pond capital project. He went on to detail the appeal allegations and discussed the applicable Land Use Code standards for review of an ODP. Additionally, Sizemore commented on the staff review that occurred for the ODP.

Councilmember Gutowsky stated she attended the site visit to gain an idea of the physical surroundings.

Councilmember Ohlson stated he visited the site a number of months ago.

Councilmember Potyondy stated she visited the site about a month ago and got a sense of the layout and surroundings.

Mayor Pro Tem Francis stated she used to work in the area and is familiar with the property's location.

Jason Cloys, Highland Development Services, and Charlie Meserlian, appellant, identified themselves as parties-in-interest supporting the appeal.

Claire Havelda, legal counsel for the applicant, 1311 North College, introduced the applicant team, Klara Rossouw, Ripley Designs, Collin Veto, 1311 North College, Andy Reese, Kimley-Horn, and Blaine Mathison, Northern Engineering.

Regarding the submission of a newspaper article by the applicant, Havelda stated it should be submitted as the basis for which this appeal was brought by the appellant is documented in the February 28th Coloradoan article regarding stopping the Rescue Mission from building on North College Avenue, which is a separate project and not the basis of an appeal of an ODP in the Municipal Code. Havelda stated the appellant's challenges and questions during the Planning and Zoning Commission hearing focused on the opposition to a future project by the Rescue Mission and questions were related to the sufficiency of the infrastructure only as it related to potential future multi-family low-income housing. Additionally, Havelda stated Meserlian never commented on or questioned any of the matters discussed in his appeal regarding the sufficiency of the Mason Street project's conformance with the 2012 Dry Creek Basin Stormwater Master Plan as it relates to the ODP or failure of the ODP to meet the criteria.

Meserlian stated his opinion about the homeless shelter is not material to the basis of the appeal.

Councilmember Pignataro asked why the newspaper article was not deemed appropriate evidence to be submitted. City Attorney Daggett replied there is one way in which the parties are allowed to submit to evidence: because the evidence relates to the fair hearing claim, which in this case is a claim that the Planning and Zoning Commission considered evidence in making its decision that was substantially false or grossly misleading. She stated the Coloradoan article does not appear to go to that question, and as a result would not be allowed as new evidence if Council concludes the same way, though it may opt to accept the evidence if it believes the article does relate to the question of whether the Commission was considering substantially false or grossly misleading evidence.

Council opted not to include the article as evidence.

Havelda objected to today's admission of slides 9-12 and the reference to some plans on slide 2 which reference plans that are not adopted master plans and that were not considered by the Planning and Zoning Commission noting the information should have been provided within seven days of the notice of appeal.

Cloys stated the references relate to the stormwater quality and stream restoration update of the Dry Creek Stormwater Master Plan.

Councilmember Potyondy supported not admitting the evidence referenced by Havelda.

Councilmember Pignataro asked if the Planning and Zoning Commission received the information or if the plans referenced were used to inform City staff's decision. City Attorney Daggett replied anything presented at the Commission hearing is already in the record. Sizemore stated Stormwater staff did consider the reports referenced in the slides as part of the ODP review. Ken Sampley, Stormwater Engineering Development Review Director, stated the studies referenced are familiar to the staff; however, they were not all directly used in the evaluation of staff's comments with respect to the ODP. Additionally, documents referenced on slides 6, 11, and 12 were not utilized by staff.

Mayor Pro Tem Francis recommended those slides be skipped and Council concurred.

#### APPELLANT PRESENTATION

Jason Cloys, Highland Development Services, stated there was no evidence provided in the ODP that the regional stormwater detention needs will be able to be achieved.

Havelda objected to the reference to items that have been excluded from the record as part of the appellant's presentation.

Cloys stated the ODP does not reference available information regarding the regional drainage plan and stated the lack of a regional drainage basin leaves a number of these properties undevelopable.

Charlie Meserlian, appellant, stated the ODP proposes a land swap between the City and a private entity and the plan is too premature to have this pond be part of a complete Dry Creek Master Plan. He commented on existing drainage issues in the area and stated Andy Reese with the applicant's team is not a licensed engineer.

Havelda objected to the last comments and requested Meserlian direct his comments to the basis of the written appeal.

Meserlian stated it is misleading to believe this is the first step to solving the drainage issues in the area as no complete plan is in place.

#### APPLICANT PRESENTATION

Havelda stated the appellants' arguments are based on a fundamental misunderstanding of the Land Use Code and Municipal Code as the regional detention pond will possibly be part of the City's future North Mason Corridor Stormwater Infrastructure Plan which is not part of the ODP. She stated the ODP contained an interim detention pond and the evaluation of the ODP was related to the requirements for that interim pond.

Klara Rossouw, Ripley Designs, discussed the purpose of an Overall Development Plan: to establish general planning and development control parameters for projects that will be developed

in phases with multiple submittals while allowing sufficient flexibility to permit detailed planning with subsequent submittals. Rossouw noted no land uses are proposed as part of the ODP and stated the seven criteria for an ODP are all supported by the application.

Rossouw stated the appellant's written basis for the appeal cites a Code Section that does not apply to this ODP.

Havelda reiterated that the ultimate buildout and design of a regional stormwater facility will be the responsibility of the City in the future; however, that is not part of this ODP. She requested Council uphold the Planning and Zoning Commission's unanimous decision and staff recommendation to approve the ODP.

#### APPELLANT REBUTTAL

Cloys stated the ODP needs to demonstrate that it can satisfy the drainage requirements and the Hickory Regional Detention Pond is being modified significantly by this ODP.

Meserlian questioned why a Master Plan and drainage plan exist when they are not required to be met.

#### APPLICANT REBUTTAL

Havelda noted the requirement of an ODP is not to satisfy every aspect of master plans, but rather to be consistent with the portion of the plan that is relevant to the ODP.

#### COUNCIL QUESTIONS/DISCUSSION

Councilmember Pignataro requested a staff explanation of the various plans and recommendation to the Commission. Sampley discussed the history of the Dry Creek Master Plan noting each plan and study has built upon previous studies. He noted the ODP does not require the inclusion of specific information.

Councilmember Canonico asked if there are seven standards for an ODP. Sizemore replied in the affirmative. City Attorney Daggett clarified that the Code provision related to ODP standards is not one of the ones used as the basis for the appeal.

Councilmember Potyondy asked if the Code provisions in the appeal are applicable to the ODP. Sizemore replied the three Code sections in the appeal speak to the adoption by reference of the Drainage Master Plan and to later phases in the development process that require the infrastructure to be completely designed and constructed.

Mayor Pro Tem Francis stated there was no gross or misleading information presented to the Commission and therefore, there is not a fair hearing issue. Additionally, regarding the Commission's failure to properly interpret and apply applicable sections of the Land Use Code, she stated the cited Code sections do not apply and are not relevant.

Councilmembers Potyondy, Pignataro, and Gutowsky concurred.

***Councilmember Pignataro moved, seconded by Councilmember Potyondy, that the Council find that the Planning and Zoning Commission conducted a fair hearing in their consideration of the Mason Street Infrastructure Overall Development Plan or ODP, finding that the fair hearing issue raised in the Appellant's notice of appeal is without merit and that the Commission considered evidence and Staff recommendations that were appropriate for the level of detail required at the level of an overall development plan and***

*not substantially false or grossly misleading. And further that the allegation that the Planning and Zoning Commission failed to conduct a fair hearing contained in the Appellants' notice of appeal is hereby determined to be without merit and is denied and dismissed in its entirety.*

*The motion carried, 6-0.*

*Ayes: Mayor Arndt, Mayor Pro Tem Francis, Councilmembers Pignataro, Ohlson, Potyondy, Gutowsky, and Canonico.*

*Nays: None.*

*Councilmember Pignataro moved, seconded by Councilmember Canonico, that the Council dismiss the failure to properly interpret and apply allegations because Land Use Code Section 3.3.2(0) and City Code Section 26-544(a) are not required to be met for an overall development plan to be approved; and City Code Section 26-543(a)(4) adopts the Dry Creek Master Plan by reference and is not subject to interpretation or application. And I further move that the appeal is dismissed in its entirety.*

*The motion carried, 6-0.*

*Ayes: Mayor Arndt, Mayor Pro Tem Francis, Councilmembers Pignataro, Ohlson, Potyondy, Gutowsky, and Canonico.*

*Nays: None.*

**P) OTHER BUSINESS**

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

None.

**Q) ADJOURNMENT**

There being no further business before the Council, the meeting was adjourned at 10:27 p.m.

\_\_\_\_\_  
Mayor Pro Tem

ATTEST:

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

# AGENDA ITEM SUMMARY

City Council



## STAFF

Rupa Venkatesh, Assistant City Manager  
Claudia Menendez, Equity Officer  
Jan Reece, Lead Equal Opportunity Compliance Specialist  
Sara Arfmann, Assistant City Attorney

## SUBJECT

**Second Reading of Ordinance No. 066, 2024, Making a Supplemental Appropriation and Appropriating Prior Year Reserves to Develop a Digital Accessibility Roadmap.**

## EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on May 21, 2024, requests an appropriation of \$150,000 in General Funds in order to work with a consultant to develop a comprehensive and actionable Digital Accessibility Roadmap. The purpose of this roadmap is to provide a strategy for compliance with both Colorado and federal laws and regulations pertaining to digital accessibility requirements, including both the Americans with Disabilities Act and Colorado House Bill 21-1110.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

## BACKGROUND / DISCUSSION

House Bill 21-1110, Colorado Laws for Persons with Disabilities, as amended by Senate Bill 23-244, relates to all technology, hardware, and software, that is both public-facing and internal-facing. This includes any technology provided by or procured by a government entity that is used by the public or used by a government entity employee. This technology includes but is not limited to websites, applications, kiosks, digital signage, documents, video, audio, and third-party tools.

By July 1, 2024, all local governments need to be compliant. Part of this work includes conducting an inventory survey, classifying, prioritizing, and accessing all applicable Information and Communication Technology (ICT) as defined by the State and goes beyond just web content. A citywide survey has been completed, which revealed that staff needs additional expertise to assist in determining the accessibility of the City's current ICT portfolio. Therefore, a Request for Proposals (RFP) was issued to hire a consultant to provide the City with an assessment and roadmap.

A consultant selected from the RFP process will assist in the following:

- Conduct a comprehensive review and analysis of the City's digital technology, on-line services, websites, and third-party software applications to develop a prioritized Digital Accessibility Roadmap

Item 2.

- Analyze the current usage level for City webpages, software applications, and online services as part of development of prioritized mitigation strategies and Digital Accessibility Roadmap.
- Provide an evaluation of the time and cost needed to remediate non-compliant content on both the City’s website and third-party service delivery platforms.
- Develop a strategy and action plan to drive compliance with Colorado’s digital accessibility laws and regulations.
- Future phases of this work may include ongoing services to ensure future digital content is compliant with accessibility standards, including but not limited to, processes to validate that newly created content is in compliance with accessibility regulations; provide training for staff to ensure that they have knowledge and skills to maintain compliance; and recommendations for modifying existing City procurement processes and documents to ensure that new or renewing third party software and digital services comply with applicable accessibility regulations.

Additional work on various elements of ADA are taking place concurrently with Digital Accessibility work.

**Current Work Underway for Digital Accessibility**

Year	Actions
2022	<ul style="list-style-type: none"> <li>• Team meetings to learn about HB21-1110 and start to identify department roles.</li> <li>• Meetings included City Attorney’s Office (CAO), Communications and Public Information Office (CPIO), Information Technology (IT), Operations Services, Purchasing, Equity Office and City Manager’s Office (CMO).</li> <li>• Research on HB21-1110 and peer cities approach.</li> <li>• Lead Equal Opportunity Compliance Specialist actively training in Digital Accessibility.</li> <li>• Purchasing to include clearer language on ADA compliance in contracts.</li> </ul>
2023	<ul style="list-style-type: none"> <li>• Continued cross-department meetings to create an outline of workstreams.</li> <li>• Participate in State rulemaking for HB21-1110.</li> <li>• Meetings with peer cities of Colorado Springs and Englewood for peer learning.</li> <li>• On-going research and training on ADA work.</li> <li>• Lead Equal Opportunity Compliance Specialist position split into 2 Full-Time Equivalents (FTEs) to give priority and focus. Positions now include:               <ul style="list-style-type: none"> <li>○ Lead Equal Opportunity Compliance Specialist, hired in November 2023</li> <li>○ Lead Equal Opportunity Investigator hired in January 2024</li> </ul> </li> </ul>
2024 Q1-Q2	<ul style="list-style-type: none"> <li>• Build Core Collaboration Team including CAO, CPIO, IT, Operation Services, Purchasing, Equity Office and CMO.               <ul style="list-style-type: none"> <li>○ FAQ document for staff.</li> <li>○ Tech/software inventory completed by Service Areas.</li> <li>○ Meeting with ADOBE company.</li> <li>○ Update to <a href="#">City website legal disclaimer</a> and accessibility statement, reasonable</li> </ul> </li> </ul>

Item 2.

	<p>accommodation request form, and reporting of web issues.</p> <ul style="list-style-type: none"><li>○ Provide overview on HB21-1110 to DAB, ELT and Leadership Link.</li><li>○ Team members attending the ADA Symposium in June 8-12, 2024.</li><li>○ Staff Training session planned for Q3-Q4.</li></ul> <ul style="list-style-type: none"><li>● Purchasing<ul style="list-style-type: none"><li>○ Evaluate contracts from peer cities.</li><li>○ Leverage peer cities for RFP search.</li><li>○ Consultant selection and scope of work; contract signing in May.</li><li>○ Consultant will provide a Digital Accessibility Roadmap to complete a comprehensive analysis of the City's current state of digital ICT accessibility, recommendations for remediation, and an evaluation of the level of effort required to evaluate compliance.</li></ul></li></ul>
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**CITY FINANCIAL IMPACTS**

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This Ordinance will appropriate \$150,000 in General Funds.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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This item was presented to Council Finance Committee on May 2, 2024. The Committee supported this appropriation ordinance to be brought forward for consideration.

**PUBLIC OUTREACH**

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None.

**ATTACHMENTS**

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First Reading attachments not included.

- 1. Ordinance for Consideration



ORDINANCE NO. 066, 2024  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING A SUPPLEMENTAL APPROPRIATION AND  
APPROPRIATING PRIOR YEAR RESERVES TO  
DEVELOP A DIGITAL ACCESSIBILITY ROADMAP

A. Colorado House Bill 21-1110, as amended by Senate Bill 23-244, makes it a state civil rights violation for a government agency to exclude people with disabilities from receiving services or benefits because of lack of accessibility.

B. The state accessibility standards apply to all technology, hardware, and software, that is both public-facing and internal-facing. This includes any technology provided by or procured by a government entity that is used by the public or used by a government entity employee. This technology includes but is not limited to websites, applications, kiosks, digital signage, documents, video, audio, and third-party tools.

C. The City seeks to hire an outside consultant to assist the City in reaching compliance with these state accessibility standards by developing a comprehensive and actionable Digital Accessibility Roadmap. The estimated cost of this consultant will be \$150,000 for phase 1 of this project.

D. Future phases of this project may include ongoing services to ensure future digital content is compliant with accessibility standards, including but not limited to, processes to validate that newly created content is in compliance with accessibility regulations; provide training for City staff to ensure that they have knowledge and skills to maintain compliance; and recommendations for modifying existing City procurement processes and documents to ensure that new or renewing third party software and digital services comply with applicable accessibility regulations.

E. This appropriation benefits the public health and welfare of the citizens of Fort Collins and serves the public purpose and strategic objective of improving the accessibility of the City's information and communication technology.

F. 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.

G. 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.

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 such funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated.

I. The City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated the General Fund and will not cause the total amount appropriated in the General 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.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from prior year reserves in the General Fund the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) to be expended in the General Fund to hire a consultant for the development of a Digital Accessibility Roadmap.

Introduced, considered favorably on first reading on May 21, 2024, and approved on second reading for final passage on June 4, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 14, 2024  
Approving Attorney: Sara Arfmann

# AGENDA ITEM SUMMARY

City Council



## STAFF

Brandon Barnes, Police Officer  
Michael Avrech, Police Sergeant  
Zack Mozer, Finance Analyst

## SUBJECT

**Second Reading of Ordinance No. 067, 2024, Making a Supplemental Appropriation from the Colorado Department of Transportation Colorado Highway Safety Office Click It or Ticket Grant for the Fort Collins Police Services Traffic Enforcement Unit.**

## EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on May 21, 2024, appropriates \$16,529 of unanticipated federal grant revenue from the Colorado Department of Transportation, Colorado Highway Safety Office (HSO), to support Fort Collins Police Services' Traffic Enforcement Unit work toward traffic safety and reducing serious injuries and fatal crashes through the enforcement of traffic laws and specifically those related to driver and passenger restraint system use.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

## BACKGROUND / DISCUSSION

On March 2, 2024, Fort Collins Police Services (FCPS), Traffic Enforcement Unit was awarded a federal grant through the Colorado Department of Transportation HSO Click It or Ticket program.

The intent of the Click It or Ticket grant program is to provide high visibility enforcement focusing on enforcement of driver and passenger restraint system use. The federal grant runs on three enforcement cycles occurring in April, May, and July of 2024. Each enforcement cycle runs for a two-week period where officers will be deployed to conduct traffic enforcement and specifically enforcement of driver and passenger restraint use.

The enforcement of driver and passenger restraint system use aligns with the City's Vision Zero goal for reducing and/or eliminating serious injury and fatal crashes. Driver and passenger restraint systems have proven to save lives by keeping the restrained passengers inside the vehicle in the course of a serious collision.

The award is based on an application that was submitted requesting funds in support of deployment over the course of the three two-week enforcement periods. The grant funds are maintained by the Colorado Department of Transportation and are reimbursed to FCPS and the City after receipt of a claim that is filed

within 45 days of the conclusion of each two-week enforcement period. All reimbursements must match the actual personnel salary overtime rate.

**CITY FINANCIAL IMPACTS**

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This item appropriates \$16,529 in program costs for FCPS Traffic Enforcement Unit and other agency personnel to deploy at the personnel salary overtime rate over three two-week enforcement waves of “Click It or Ticket.”

This grant from HSO is a reimbursement type grant, meaning General Fund expenses will be reimbursed up to \$16,529.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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None.

**PUBLIC OUTREACH**

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None.

**ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 067, 2024  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING A SUPPLEMENTAL APPROPRIATION FROM THE  
COLORADO DEPARTMENT OF TRANSPORTATION COLORADO  
HIGHWAY SAFETY OFFICE CLICK IT OR TICKET GRANT FOR THE  
FORT COLLINS POLICE SERVICES TRAFFIC ENFORCEMENT UNIT

A. On March 2, 2024, Fort Collins Police Services (FCPS), Traffic Enforcement Unit was awarded a federal grant through the Colorado Department of Transportation (HSO) Click It or Ticket program, which is a grant program that provides high visibility enforcement focusing on enforcement of driver and passenger restraint system use.

B. The federal grant runs on three enforcement cycles occurring in April, May, and July of 2024. Each enforcement cycle runs for a two-week period where officers will be deployed to conduct traffic enforcement and specifically enforcement of driver and passenger safety belt restraint use.

C. This item appropriates \$16,529 in unanticipated funds received through this grant for FCPS Traffic Enforcement Unit and other agency personnel to deploy at the personnel salary overtime rate over three two-week enforcement waves of Click It or Ticket.

D. This grant from HSO is a reimbursement type grant, meaning General Fund expenses will be reimbursed up to \$16,529.

E. This appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves a public purpose of saving lives through education and enforcement measures.

F. 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.

G. 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.

H. 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 the City’s expenditure of all funds received from such grant.

I. The City Council wishes to designate the appropriation herein for the Colorado Department of Transportation, Colorado Highway Safety Office Click It or Ticket 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 SIXTEEN THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS (\$16,529) to be expended in the General Fund for the Fort Collins Police Services Traffic Enforcement Unit.

Section 2. The appropriation herein for the Colorado Department of Transportation, Colorado Highway Safety Office Click It or Ticket Grant is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the grant or the City’s expenditure of all funds received from such grant.

Introduced, considered favorably on first reading on May 21, 2024, and approved on second reading for final passage on June 4, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 14, 2024  
Approving Attorney: Dawn Downs

# AGENDA ITEM SUMMARY

City Council



## STAFF

Marc Virata, Senior Manager, Civil Engineering  
Monica Martinez, Financial Planning and Analysis Manager  
Andy Smith, Redevelopment Program Manager

## SUBJECT

**Second Reading of Ordinance No. 068, 2024, Appropriating Prior Year Reserves in the Transportation Capital Expansion Fee Fund for Eligible Reimbursement to the Waters Edge Second Filing Developer for Construction of Turnberry Road, Brightwater Drive, and Morningstar Way Improvements.**

## EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on May 21, 2024, appropriates \$612,027 of Transportation Capital Expansion Fee (TCEF) Funds for expenditure from the Transportation Capital Expansion Fee Program Budget to reimburse the Waters Edge Second Filing developer, Waters Edge Development Inc. (Developer), for its oversizing construction of Turnberry Road, Brightwater Drive, and Morningstar Way. As part of the development plans and development agreement for Waters Edge Second Filing and permitted for construction under the Waters Edge Third Filing Development Construction Permit, the Developer has constructed to City standards Turnberry Road as a two-lane arterial, and Brightwater Drive and Morningstar Way as collectors as part of its development requirements. Per Section 24-112 of the City Code, the Developer is eligible for reimbursement from TCEF funds for the oversized, non-local portion of Turnberry Road, Brightwater Drive, and Morningstar Way not attributed to the local portion obligation.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

## BACKGROUND / DISCUSSION

The TCEF Program (formerly Street Oversizing), instituted by ordinance in 1979, was established to manage the construction of new arterial and collector streets, and is an "Impact Fee" funded program. The TCEF Program determines and collects impact fees from development and redevelopment projects. The collection of these impact fees contributes funding for growth's related share towards City Capital Projects, including the City's Active Modes Plan, and reimburses development for constructing roadway improvements above the local street access standards. Section 24-112 of the City Code allows for reimbursement to developers for the construction of collector and arterial streets.

Waters Edge (marketed as Sonders Fort Collins) is a development on the west side of Turnberry Road between Douglas Road and Country Club Road built by Waters Edge Development Inc. (Developer). This

reimbursement is for the Developer’s construction above the local street access standards of Turnberry Road (2-lane arterial), Brightwater Drive (collector), and Morningstar Way (collector) as part of the Waters Edge Second Filing and permitted for construction under the Waters Edge Third Filing Development Construction Permit.

Portions of pavement, landscaping, and sidewalk for all three streets are eligible for reimbursement and are depicted in the “Waters Edge Second Filing Street Oversizing/Repay” and itemized between City (TCEF) and local (developer/adjacent parcel owner) responsibility in “Street Reimbursement Agreement” and “Street Reimbursement Agreement City-Developer Cost Breakdown”

Staff has reviewed the documentation provided by the Waters Edge developer and agrees that the requested reimbursement meets the requirements under City Code Section 24-112 for appropriation from TCEF funds. There are presently adequate funds in TCEF to reimburse the Developer and Staff recommends reimbursement in the amount of \$612,027.

Waters Edge has metro districts that were established with City Council approving the consolidated service plan for Waters Edge Metropolitan Districts Nos. 1-5 by adoption of Resolution 2018-084 on September 18, 2018. Staff has identified on the review of this reimbursement request that, as part of the metro district service plan for Waters Edge, the Developer may be eligible to seek reimbursement from the metro districts for these same street improvements that the Developer is requesting from TCEF funds. The Board of Directors of Districts 1 and 2 adopted a joint resolution affirming that the Districts shall not reimburse the Developer, and the Districts’ accountant shall ensure that the Districts do not reimburse the Developer. Additionally, the accountant issued an affidavit to Districts 1 and 2 affirming that Districts 1-5 have not reimbursed the Developer, and that the districts cannot reimburse the Developer for street oversizing costs that the City has already reimbursed, nor can the districts acquire such improvements. Resolutions declaring Districts 3, 4, and 5 as inactive were adopted on December 2019, and Districts 3, 4, and 5 are intended for future development (separate from Sonders Fort Collins) east of Turnberry Road. These districts are not associated with the Waters Edge Filings and the associated street improvements that the Developer is requesting from TCEF funds. Special district notices declaring the continued inactive status of Districts 3, 4, and 5 were provided to the City in December 2023.

The City Manager is recommending this supplemental appropriation and has determined it will not cause the total amount appropriated in 2024 in the Transportation Improvement Fund, the fund into which TCEF revenues are deposited and from which these appropriated funds will be expended, to exceed the current estimate of actual and anticipated and all other funds to be received in the Transportation Improvement Fund during the 2024 fiscal year.

In addition, this reimbursement under the TCEF program is subject to the Council’s approval of this Ordinance to appropriate the needed funds, which approval is within the Council’s sole discretion.

**CITY FINANCIAL IMPACTS**

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This item appropriates \$612,027 of TCEF Funds into the Transportation Capital Expansion Fee Program Budget for reimbursement to the Waters Edge Second Filing developer.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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Council Finance Committee recommended approval at its May 2nd, 2024, meeting.

**PUBLIC OUTREACH**

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Public outreach is not required or contemplated in the requirements for reimbursement to developers as described under Municipal Code Sec. 24-112. – Transportation improvements reimbursement program.



## ATTACHMENTS

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First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 068, 2024  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING PRIOR YEAR RESERVES IN THE  
TRANSPORTATION CAPITAL EXPANSION FEE FUND FOR ELIGIBLE  
REIMBURSEMENT TO THE WATERS EDGE SECOND FILING  
DEVELOPER FOR CONSTRUCTION OF TURNBERRY ROAD,  
BRIGHTWATER DRIVE, AND MORNINGSTAR WAY IMPROVEMENTS

A. City Code Section 7.5-32 establishes a transportation capital expansion fee (“TCEF”) that is one of the City’s capital expansion fees that are imposed on development at the time of building permit issuance to ensure that new growth and development in the City bears a proportional share of the City’s costs for certain capital improvements, including streets and related transportation improvements.

B. City Code Section 7.5-32 also provides that the TCEF revenues are to be deposited into the City’s Transportation Improvement Fund established in City Code Section 8-87 (the “TCEF Fund”).

C. City Code Section 8-87 directs that the monies in the TCEF Fund are to be used as provided in Division 2 of Article III of City Code Chapter 24 (“Division 2”).

D. Division 2 provides that the revenues in the TCEF Fund are to be used by the City to fund certain transportation improvements, including arterial and collector streets, either directly or as reimbursement to developers of real property who have constructed such improvements.

E. For a developer to be eligible for reimbursement of its costs for qualifying transportation improvements it has constructed, Division 2 requires the developer to submit proof of its costs to the City for the City Engineer’s review and approval consistent with the requirements of Division 2.

F. Waters’ Edge Development, Inc. is the developer of the Waters Edge Second Filing development (“Developer”) and as part of that development, has constructed portions of Turnberry Road as a two-lane arterial street, and Brightwater Drive and Morningstar Way as collector streets (collectively, “Road Improvements”).

G. The Developer has submitted its request to the City for a reimbursement of \$612,027 representing its costs for the oversized portions of the Road Improvements (the “Reimbursement Request”).

H. The City Engineer has reviewed the Reimbursement Request and determined it meets the requirements of Division 2 and that the Developer is eligible to be reimbursed for the amount requested in its Reimbursement Request, but City Code Section 24-112(c) provides that all reimbursements under Division 2 must first be appropriated from the TCEF fund by City Council.

I. The monies necessary to satisfy the Reimbursement Request have not been appropriated from the TCEF Fund by Council, so this Ordinance must be adopted by Council before the reimbursement can be made to the Developer.

J. 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.

K. 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.

L. This appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of reimbursing the Developer for the costs it incurred to construct the Road Improvements to oversized standards, which standards the Developer was not legally required to satisfy considering the impacts of the development.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from prior year reserves in the Transportation Capital Expansion Fee Fund the sum of SIX HUNDRED TWELVE THOUSAND TWENTY-SEVEN DOLLARS (\$612,027) to be expended in the Transportation Capital Expansion Fee Fund for eligible reimbursement to the Developer for construction of Turnberry Road, Brightwater Drive, and Morningstar Way improvements beyond local access standards.

Introduced, considered favorably on first reading on May 21, 2024, and approved on second reading for final passage on June 4, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 14, 2024  
Approving Attorney: Ryan Malarky

# AGENDA ITEM SUMMARY

City Council



## STAFF

LeAnn Williams, Director, Recreation  
Kelly Dubois, Senior Supervisor, Recreation

## SUBJECT

**Second Reading of Ordinance No. 069, 2024, Making a Supplemental Appropriation from the Colorado Department of Early Childhood in Support of Licensed City Childcare Programs.**

## EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on May 21, 2024, supports licensed City childcare programs by appropriating \$21,069 of unanticipated grant revenue awarded by the Colorado Department of Early Childhood (CDEC).

Through the CDEC’s Childcare Stabilization Grants program the City was awarded \$21,069 in federal pass-through funds to provide enhancements in licensed City Childcare programs.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

## BACKGROUND / DISCUSSION

The City was informed by the CDEC in spring 2024 that three of the City’s licensed childhood programs were eligible to receive American Rescue Plan Act (ARPA) federal pass-through funds under the CDEC’s Childcare Stabilization Grants Program. These federal funds are under the U.S. Department of Health and Human Services’ Childcare and Development Block Grant.

Based on efforts by City’s Recreation, the City was awarded funds to support operations of the Camp FunQuest program at both the Northside Aztlan Community Center and Foothills Activity Center, as well as the Funtime Preschool Program at Northside Aztlan Community Center (per Attachments 2, 3 and 4). The CDEC awarded each program \$7,023 for a total of \$21,069.

The grants do not require the City to sign a post-award agreement and do not require that the City provide matching funds. Funds must be fully spent by September 30, 2024.

Recreation will be administering these grant funds, providing monthly reporting and attestations to the CDEC about allowable costs, which is required to receive the next monthly installment of grant funds.

**CITY FINANCIAL IMPACTS**

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The item appropriates \$21,069 in unanticipated federal pass-through grant revenue through the CDEC in support of the City's licensed childcare programs.

There is no match requirement by the City under this grant.

The grant is a reimbursement-based grant that works through funding installments by the CDEC, meaning Recreation Fund expenses will be reimbursed up to \$21,069.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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None.

**PUBLIC OUTREACH**

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None.

**ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 069, 2024  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING A SUPPLEMENTAL APPROPRIATION FROM THE  
COLORADO DEPARTMENT OF EARLY CHILDHOOD IN  
SUPPORT OF LICENSED CITY CHILDCARE PROGRAMS

A. The City was awarded grants from the Colorado Department of Early Childhood (CDEC) to provide enhancements to three City licensed childcare programs.

B. The grant funds will support operations of the Camp FunQuest program at both Northside Aztlan Community Center and Foothills Activity Center and the Funtime Preschool Program at Northside Aztlan Community Center.

C. The CDEC awarded each program \$7,023 for a total grant award of \$21,069 which Recreation will administer.

D. This appropriation benefits the public health and welfare of the citizens of Fort Collins and serves the public purpose and strategic objective of providing licensed City childcare programs.

E. 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.

F. The City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Recreation Fund and will not cause the total amount appropriated in the Recreation 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 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 the City's expenditure of all funds received from such grant.

H. The City Council wishes to designate the appropriation herein for the Colorado Department of Early Childhood Stabilization 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 Recreation Fund the sum of TWENTY-ONE THOUSAND SIXTY-NINE DOLLARS (\$21,069) to be expended in the Recreation Fund for the support of Licensed City Childcare Programs.

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

Introduced, considered favorably on first reading on May 21, 2024, and approved on second reading for final passage on June 4, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 14, 2024  
Approving Attorney: Sara Arfmann

# AGENDA ITEM SUMMARY

City Council



## STAFF

Lawrence Pollack, Budget Director

## SUBJECT

**Second Reading of Ordinance No. 070, 2024, Correcting Ordinance No. 003, 2024, Authorizing Transfers and Reappropriating Funds Previously Approved for the Utilities’ Grid Flexibility Programs.**

## EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on May 21, 2024, appropriates \$200,000 of prior year reserves in the Light and Power Fund to support Ordinance No. 003, 2024, which authorized transfers and reappropriation of funds previously appropriated for the Utilities’ Grid Flexibility Programs. The ordinance, as adopted, omitted the need for \$200,000 of prior year reserves to fully fund the requested appropriation, since those funds had technically lapsed at the end of fiscal year 2023.

## STAFF RECOMMENDATION

Staff recommends adoption of this Ordinance on Second Reading.

## BACKGROUND / DISCUSSION

Section 1 of Ordinance No. 003, 2024, adopted on February 6, 2024, should have been split into separate allocations: the first referencing the use of prior year reserves in the Light and Power Fund Water Heater and Communication Protocol Project budgets and another referencing the use of prior year reserves in the Light and Power Fund. The Ordinance, as written and adopted, indicates the full unexpended and unencumbered amount is authorized for transfer from the Light and Power Fund Water Heater and Communication Protocol Project Budgets. One of those budgets in the amount of \$200,000 lapsed at the end of fiscal year 2023 and therefore was not technically available for transfer directly from the indicated fund. This action corrects that situation by appropriating those funds from prior year reserves in the Light and Power Fund and updating the non-lapsing fund designation.

## CITY FINANCIAL IMPACTS

This action will use \$200,000 of previously appropriated and unexpended Light and Power funds which lapsed at the end of 2023. This action does not create any net new appropriation other than what was approved in Ordinance No. 003, 2024.



Item 6.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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None.

**PUBLIC OUTREACH**

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None.

**ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 070, 2024  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
CORRECTING ORDINANCE NO. 003, 2024, AUTHORIZING  
TRANSFERS AND REAPPROPRIATING FUNDS PREVIOUSLY  
APPROVED FOR THE UTILITIES' GRID FLEXIBILITY PROGRAMS

A. City Council authorized expenditures in the 2023/2024 City Budget for purposes in the Light and Power Fund, portions of which were not spent or encumbered in 2023 and are not anticipated to be spent in 2024 due to changes in technology related to certain projects.

B. Utilities staff determined that unspent and unencumbered amounts applied to ongoing grid flexibility efforts described in approved 2023/2024 Budget Offers could be more effectively repurposed to pursue use of similar technologies and result in similar outcomes as described in the subject Offers.

C. On February 6, 2024, City Council adopted on second reading Ordinance No. 003, 2024, reappropriating and redeploying certain amounts Utilities staff determined were available and unencumbered.

D. Since Council's adoption of Ordinance No. 003, 2024, City Budget staff identified that Section 1 of the Ordinance incorrectly indicated the total unexpended and unencumbered amount of Three Hundred Ninety-Eight Thousand Nine Hundred Eighty-five dollars (\$398,985), was authorized for transfer from the Light and Power Fund Water Heater and Communication Protocol Project Budgets.

E. Budget staff identified a project budget within the Water Heater and Communication Protocol Project Budgets in the amount of Two Hundred Thousand dollars (\$200,000) lapsed at the end of fiscal year 2023, and therefore was not available for transfer directly from the identified project fund.

F. The purpose of this Ordinance is to split the amounts described in Section 1 of Ordinance No. 003, 2024, into separate fund allocations: items referencing the use of prior-year funds in the Light and Power Fund Water Heater and Communication Protocol Project Budgets, and another referencing the use of prior-year reserves in the Light and Power Fund.

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 of Ordinance No. 003, 2024, is hereby replaced in its entirety to read as follows:

Section 1. The unexpended and unencumbered appropriated amount of ONE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-FIVE

DOLLARS (148,985) and FIFTY THOUSAND DOLLARS (\$50,000) respectively, totaling ONE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED EIGHTY FIVE DOLLARS (\$198,985), is authorized for transfer from the Light and Power Fund Water Heater and Communication Protocol Project Budgets, and for the following purposes and appropriated therein to be expended for Utilities Grid Flexibility programs projects as follows:

- Light and Power Fund Ongoing Demand Response     \$ 91,202
  - Thermostat Program   \$ 107,783
- GRID FLEXIBILITY PROGRAM TOTAL: \$ 198,985

Section 2. Section 2 of Ordinance No. 003, 2024, is hereby replaced in its entirety to read as follows:

Section 2. There is hereby appropriated from prior year reserves in the Light and Power Fund the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000) to be expended in the Light and Power Fund for Utilities Grid Flexibility programs projects.

Section 3. A new Section is hereby added to Ordinance No. 003, 2024, to read as follows:

Section 3. The appropriation herein for Grid Flexibility Program projects 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 projects.

Introduced, considered favorably on first reading on May 21, 2024, and approved on second reading for final passage on June 4, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 14, 2024  
Approving Attorney: Cyril Vidergar

# AGENDA ITEM SUMMARY

City Council



## STAFF

Aaron Ehle, Airport Planning and Development Specialist

## SUBJECT

**Second Reading of Ordinance No. 071, 2024, Approving the First Amendment to the Hangar Ground Lease Agreement with IC Loveland, LLC, for the Aero FNL Hangar Development at the Northern Colorado Regional Airport.**

## EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on May 21, 2024, approves an amendment to an existing hangar ground lease between the City of Fort Collins, the City of Loveland, and IC Loveland, LLC, to allow for subleasing and fractional ownership of multi-unit aircraft hangar buildings.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

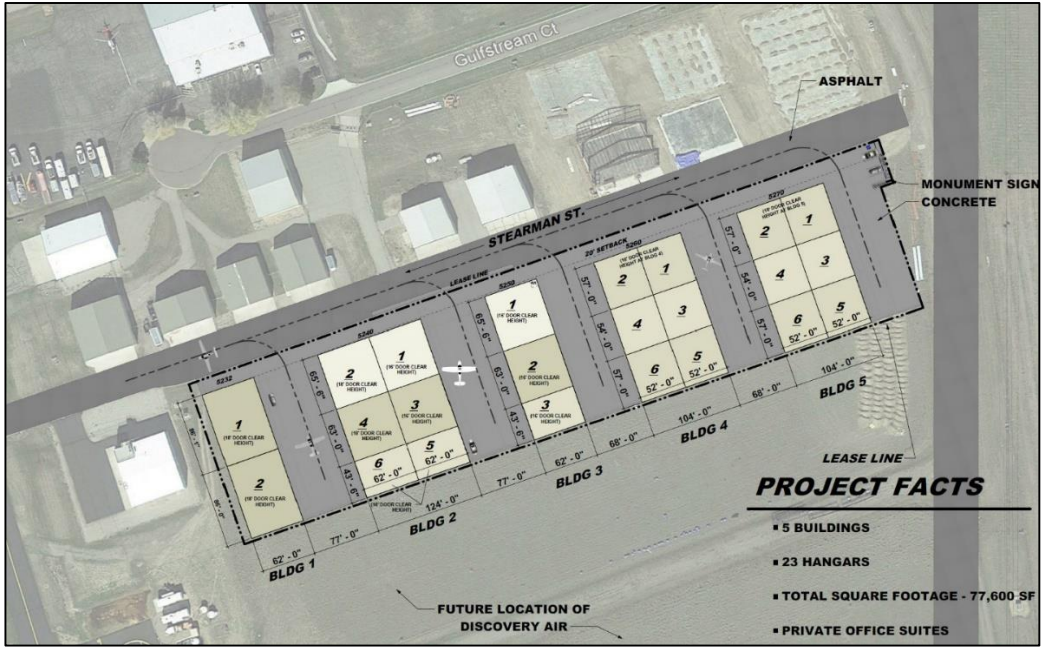
## BACKGROUND / DISCUSSION

Northern Colorado Regional Airport is a public facility jointly owned and operated by the Cities of Fort Collins and Loveland. In 2015, the Cities entered into an intergovernmental agreement (IGA) that formed the Northern Colorado Regional Airport Commission, which delegated certain powers and authority to operate and maintain the Airport. In 2016, the IGA was amended to, in part, provide the Commission with the authority to enter into leases of real property at the Airport if certain requirements are met. One of those requirements is the leases must be “in a form generally approved by the City Manager and City Attorneys for each City.”

In 2022, the Commission approved the Hangar Ground Lease Agreement with IC Loveland, LLC, with an initial term of 25 years and the option for three additional 5-year extensions. IC Loveland, LLC, then assigned the Ground Lease to IC Loveland Investors, LLC, with Commission consent. IC Loveland Investors, LLC, is developing what is known as “Aero FNL,” which is a large hangar project that is currently under construction. The project will add 23 hangar units with over 77,000 square feet of hangar space to the Airport. The development occupies approximately 3.67 acres in the southeast area of the Airport.

While the existing lease agreement was approved and executed by the Northern Colorado Regional Airport Commission using an approved to form lease template, the First Amendment will deviate from that template. Therefore, Airport staff is presenting the First Amendment to both City Councils for approval.

**Project Exhibit:**



Traditionally at the Airport, management of multi-unit hangar developments has been done through the standard form lease that provides for the creation of a condominium association and making each hangar a condominium unit. That is the structure under the form Ground Lease the Commission approved. IC Loveland, LLC, the owner of the project, is requesting an amendment to the lease to allow it to sublease and sell units within their various buildings instead of the condominium structure. This is similar to the condominium structure but will be done through subleasing and fractionalized ownership of the individual building entities themselves. IC Loveland, LLC, will continue to retain the master lease and manage the common areas. Subleases will include and incorporate the requirements of the master lease. This is a typical structure for operating master developments at other airports. It allows the developer to retain control over the campus and common areas. An example that is very successful is Centennial InterPort campus at Centennial Airport.

Airport and legal staff have reviewed the proposed structure and amendment and recommend approval of the First Amendment.

**CITY FINANCIAL IMPACTS**

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There are no material financial impacts to the Airport or City.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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At their April 18, 2024, meeting, the Northern Colorado Regional Airport Commission voted 5-0 in favor of recommending approval of the Amendment by the City Councils.

**PUBLIC OUTREACH**

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The Aero FNL project is in alignment with the 2020 Airport Master Plan, which took more than two years to complete and included numerous public meetings and significant outreach by the Airport, far exceeding what is recommended by the Federal Aviation Administration (FAA).

## ATTACHMENTS

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First Reading attachments not included.

1. Ordinance for Consideration
2. Exhibit A to Ordinance

ORDINANCE NO. 071, 2024  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROVING THE FIRST AMENDMENT TO THE HANGAR  
GROUND LEASE AGREEMENT WITH IC LOVELAND, LLC,  
FOR THE AERO FNL HANGAR DEVELOPMENT AT THE  
NORTHERN COLORADO REGIONAL AIRPORT

A. The City of Fort Colins (“City”) and the City of Loveland (“Loveland”) (collectively, the “Cities”) jointly own property located in Loveland known as the Northern Colorado Regional Airport.

B. The Cities currently operate and maintain the Airport pursuant to that certain Amended and Restated Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Airport, dated January 22, 2015, as amended (the “IGA”).

C. The Cities are parties to that certain Amended and Restated Hangar Ground Lease Agreement (“Ground Lease”), dated August 22, 2022, with IC Loveland, LLC, as lessee, with an initial term of 25 years with the option of three 5-year extensions. The Ground Lease was approved by the Northern Colorado Regional Airport Commission pursuant to its authority under the IGA and City Code Section 23-113(3). The Ground Lease was executed by the Chair of the Airport Commission.

D. IC Loveland, LLC is developing hangars upon the leased premises, which project is known as the Aero FNL development.

E. IC Loveland, LLC has requested the Ground Lease be amended to remove the condominium structure for the marketing of individual hangar units and to replace it with a subleasing structure, which would be a deviation from the standard ground lease form utilized at the Airport. The proposed First Amendment is attached hereto as Exhibit “A.”

F. The First Amendment to the Ground Lease was presented to the Airport Commission at its April 18, 2024, meeting and the Airport Commission voted unanimously to recommend the City Council and the Loveland City Council approve the First Amendment.

G. Section 23-113 of the City Code allows the City Council to lease any and all interests in real property owned in the name of the City if the City Council first finds that the lease is in the best interests of the City, with such leases being approved by resolution unless the proposed term of the lease exceeds twenty (20) years, in which event the lease must be approved by the City Council by ordinance.

H. City Council finds that the amendment of the Ground Lease is in the best interest of the City and its residents in that it will allow for the marketing of the individual hangars in a manner suitable for IC Loveland, LLC, which in turn will promote the success of the development and continued lease revenue for the Airport.

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 First Amendment to the Amended and Restated Hangar Ground Lease Agreement with IC Loveland, LLC, attached hereto as Exhibit "A" and incorporated herein by reference is hereby approved.

Section 2. The Mayor is authorized to execute the First Amendment in substantially the form as Exhibit "A," with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interest of the City or effectuate the purposes of this Ordinance.

Introduced, considered favorably on first reading on May 21, 2024, and approved on second reading for final passage on June 4, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 14, 2024  
Approving Attorney: Ryan Malarky



**FIRST AMENDMENT TO HANGAR GROUND LEASE AGREEMENT**

(5232, 5240, 5250, 5260, 5270 Stearman Street)

THIS FIRST AMENDMENT TO HANGAR GROUND LEASE AGREEMENT (this “*Amendment*”) is entered into as of \_\_\_\_\_, 2024 (the “*Effective Date*”), by and between the CITY OF LOVELAND, COLORADO AND THE CITY OF FORT COLLINS, COLORADO (the “*Cities*”), and IC LOVELAND INVESTORS, LLC, a Colorado limited liability company (“*Lessee*”).

**RECITALS**

WHEREAS, the Cities, the Commission, and Lessee (as assignee) are parties to that certain Amended and Restated Hangar Ground Agreement dated as of August 22, 2022 (the “*Original Agreement*,” and as amended hereby, the “*Agreement*”) whereby Lessee leases from the Cities the parcel of land consisting of approximately 3.665 acres located at the Northern Colorado Regional Airport (the “*Airport*”) described in Exhibit A to the Original Agreement (the “*Leased Premises*”); and

WHEREAS, the Commission does not have authority under that certain Amended and Restated Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport dated January 22, 2015 due to the substantive changes made in this Amendment to the Original Agreement;

WHEREAS, Lessee has requested the Cities amend the Original Agreement to remove the condominium structure set forth in the Original Agreement and replace it with a subleasing structure; and

WHEREAS, the Cities and Lessee have agreed to amend certain terms, covenants, and conditions of the Original Agreement as set forth in this Amendment.

**AGREEMENT**

In consideration of the following terms and conditions, the Cities and Lessee agree as follows:

1. **Capitalized Terms.** All capitalized terms contained in this Amendment, unless specifically defined herein, shall have the meaning ascribed to them in the Original Agreement.

2. **Fourth Recital.** The fourth Recital of the Original Agreement is hereby deleted in its entirety and is amended and restated as follows in its entirety to remove reference to a condominium structure:

**WHEREAS,** Lessee is a Colorado limited liability company and desires to construct a hangar building or buildings and other improvements installed or constructed on the Leased Premises in accordance with the terms and conditions hereof (“*Hangars*”); and

3. **New Recital.** After the amended and restated fourth Recital set forth in Section 2 above, a new Recital is hereby added to Agreement:

**WHEREAS,** Lessee desires to sublease to tenants (“*Tenants*”) all or portions of the Hangars (as defined below) pursuant to subleases for the use or occupancy of such Hangars (“*Tenant Subleases*”); and

4. **Defined Terms.** Throughout the Original Agreement, including, but not limited to, paragraphs 3.1, 5.2, 6.1, 6.3, 6.10, 15.3, and 18.5 of the Original Agreement:

4.1 the term “*Condominium Declaration*” shall be replaced by the term “*Tenant Subleases*;”

4.2 the terms “*Condominium Unit*” and “*Hangar Condominium Unit*” shall be replaced by the term “*Hangar*;”

4.3 the terms “*Unit Owners*” and “*hangar tenants*” shall be replaced by the term “*Tenants*;”

4.4 the term “*Act*”, referring to the Condominium Ownership Act, is hereby deleted; and

4.5 the term “*Condominium Association*” is hereby deleted.

5. **Use of Leased Premises.** The words “operation of a hangar building (the “Hangers”)...” in the first sentence of paragraph 3.1.1 shall be replaced by the words “operation of Hangars...”

6. **Assignment and Subletting.** Article 13: Assignment and Sublease of the Original Agreement is hereby deleted and is amended and restated in its entirety as follows:

**ARTICLE 13: ASSIGNMENT AND TENANT SUBLEASES**

**13.1 Consent to Assignment.** The prior written consent of the Cities shall be required for any assignment or transfer of this Agreement and of the leasehold estate created hereby, except in connection with a leasehold mortgage. Consent to assignment of this Agreement may be withheld by the Cities in the event (a) Lessee is in default of any of the terms or conditions of this Agreement, (b) the assignee or transferee (the “*Assignee*”) does not deliver to the Cities its written agreement to be bound by all of the provisions of this Agreement in a form satisfactory to the Cities, or (c) the Assignee does not submit proof of insurance as required in Articles 8 and 9. Consent to assignment shall not otherwise be unreasonably withheld. Upon the granting of written consent by the Cities and assignment of this Agreement, Lessee shall be released by the Cities from its obligations under this Agreement.

**13.2.2 Conditions of Assignment.** Each assignment of this Agreement shall, among other terms, conditions, and restrictions, require the Assignee to comply with all terms and conditions of this Agreement. Lessee and any Assignee shall be jointly and severally responsible for compliance with the terms and conditions of this Agreement; provided, that, notwithstanding the foregoing, or any other provision of this Agreement to the contrary (including by way of example and not in limitation, the provisions of Articles 9, 18, and 21), the person above identified as Lessee (“*Initial Lessee*”) shall not be responsible for noncompliance of any Assignee, and Initial Lessee’s obligations under this Agreement shall terminate at such time that Initial Lessee (i) assigns this Agreement to an Assignee and the consent of the Cities is obtained pursuant to paragraph 13.1, or (ii) holds no ownership interest in any Hangar, whichever event first occurs (“*Initial Lessee Termination*”) and all obligations of Lessee under this Agreement shall thereupon be the responsibility of the Assignee of this Agreement. Following Initial Lessee Termination,

except as the context otherwise indicates, the Assignee of this Agreement shall exercise the rights and fulfill the responsibilities of Lessee hereunder as Lessee.

**13.3** Tenant Subleases.

**13.3.1** Other than in the manner set forth in in this Article 13, Lessee shall not subdivide, sublease, or fractionalize either its ownership of the Improvements or leasehold interest in the Leased Premises.

**13.3.2** Lessee shall have the right and obligation to construct Improvements and sublease Hangars on the Leased Premises in accordance with applicable law, without the prior consent of the Cities, except that Lessee shall not have the right to subdivide, sublease or fractionalize either its ownership of the Improvements or its interest in the Leased Premises, except in accordance with a map of the Leased Premises previously approved by the Cities. By way of clarification, and not by limitation, the restrictions on assignment contained in paragraph 13.1 shall not apply to subleasing by Lessee of an individual Hangar to a Tenant pursuant to a Tenant Sublease that is in compliance with the terms and conditions of this Agreement.

**13.3.3** Any such Tenant Sublease shall be subject and subordinate to this Agreement. Lessee shall cause any future Tenant Sublease, entered into by Lessee or any Tenant of Lessee, to contain provisions substantially similar to the following provision:

If at any time during the term of this lease the leasehold estate of lessor shall terminate or be terminated for any reason, lessee agrees, at the election and upon demand of any owner or overlessor of the Leased Premises or Improvements, or of any mortgagee in possession thereof, or of any holder of a leasehold now or hereafter affecting premises which include the Leased Premises, to attorn, from time to time, to any such owner, overlessor, mortgagee, or holder, upon the terms and conditions set forth herein for the remainder of the term demised in this lease. The foregoing provisions shall inure to the benefit of any such owner, overlessor, mortgagee, or holder, and shall apply to the tenancy of the lessee notwithstanding that this lease may terminate upon the termination of any such leasehold estate and shall be self-operative upon any such demand, without requiring any further instrument to give effect to said provisions. Lessee, however, upon demand of any such owner, overlessor, mortgagee, or holder, agrees to execute, from time to time, an instrument in confirmation of the foregoing, in which lessee shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy, which shall be the same as those set forth herein and shall apply for the remainder of the term originally demised in this lease. Nothing contained in this Section shall be construed to impair any right, privilege or option of any such owner, overlessor, mortgagee, or holder.

**13.3.3** Upon the sublease or the assignment of a Tenant Sublease of any Hangar, Lessor or Tenant (as applicable) shall provide the Cities with notification of the Tenant Sublease, providing the Cities with the name, address, and other

contact information for the Tenant and a description of the aircraft to be regularly stored in such Hangar.

**13.3.4** At all times during the term of this Agreement, the Tenant Subleases shall provide the following: the date on which this Agreement is scheduled to expire; a legal description of the Leased Premises; a statement that the Tenants have no right to redeem any reversion in the Leased Premises or this Agreement; a statement that Tenants have no right to remove any Improvements on the Leased Premises, including at or after termination of this Agreement; and a statement that Tenants have no right to renew this Agreement at or after termination, other than the contingent right of Lessee to do so under paragraph 1.3 above.

**13.3.5** The Tenant Subleases shall require that with respect to Hangars and the Tenant’s use thereof, and activities of Tenants on the Airport, each Tenant shall comply with applicable terms of this Agreement and shall take no action which is in violation of any term or condition of an applicable term of this Agreement. The Tenant Subleases shall provide that any act or omission of a Tenant which is contrary to or violates an applicable term of this Agreement, or of any Airport rule or regulation, shall be a violation of the terms of the Tenant Sublease, and shall contain adequate provisions for Lessee’s enforcement of such requirements. Before or at the closing of any sublease or assignment of a Tenant Sublease with respect to a Hangar, the prospective Tenant of the Hangar shall be required to sign and deliver to the Cities, on a form acceptable to the Cities, a declaration providing the prospective Tenant’s name, address and contact information, and acknowledging that such prospective Tenant has been provided with a copy of this Agreement and the Tenant Sublease, has read this paragraph 13.3, and understands the prospective Tenant’s obligations to comply with the applicable terms of this Agreement.

7. **Requirements for Condominiumization.** Article 31 of the Original Agreement is hereby deleted in its entirety.

8. **Notice Address of Lessee.** Paragraph 23.2 of the Original Agreement is hereby amended to provide that all notices to Lessee shall be addressed as follows:

IC Loveland Investors, LLC  
8084 S Wallace Ct. Ste A  
Englewood, CO 80112  
[Gary.roffe@cypress16.com](mailto:Gary.roffe@cypress16.com)

9. **Counterparts/Electronic Signatures.** This Amendment may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Amendment may be transmitted by DocuSign or by electronic mail in portable document format (“pdf”) and signatures appearing on DocuSigned and/or electronic mail instruments shall be treated as original signatures.

10. **Interpretation of Amendment.** In the event of any conflict between the Original Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly amended,

supplemented, or modified by this Amendment, the Agreement shall continue in full force and effect with respect to the Premises, as amended hereby.

11. **Binding Effect.** This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

12. **Submission.** Submission of this Amendment by the Cities to Lessee for examination and/or execution shall not in any manner bind the Cities and no obligations on the Cities shall arise under this Amendment unless and until this Amendment is fully signed and delivered by the Cities and Lessee.

13. **Modification.** A modification of any provision herein contained, or any other amendment to this Amendment, shall be effective only if the modification or amendment is in writing and signed by both the Cities and Lessee.

14. **No Third Party Beneficiaries.** Except as otherwise provided herein, no person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Amendment (either expressed or implied) is intended to confer upon any person or entity, other than the Cities and/or Lessee (and their respective nominees, successors and assigns), any rights, remedies, obligations, or liabilities under or by reason of this Amendment.

15. **Construction.** This Amendment shall not be construed as if it had been prepared by only the Cities or Lessee, but rather as if both the Cities and Lessee had prepared the same.

*[Remainder of page left blank; signature page follows.]*

IN WITNESS WHEREOF, the Cities and Lessee have caused this Amendment to be executed as of the Effective Date set forth above.

IC LOVELAND INVESTORS, LLC,  
a Colorado limited liability company

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

Name:

Title:

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

CITY OF FORT COLLINS, COLORADO  
A Municipal Corporation

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

Title: \_\_\_\_\_

ATTEST:

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

Title: \_\_\_\_\_

APPROVE AS TO FORM: \_\_\_\_\_

Assistant City Attorney

CITY OF LOVELAND, COLORADO  
A Municipal Corporation

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

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Date

City Clerk

APPROVE AS TO FORM: \_\_\_\_\_

Acting Deputy City Attorney

# AGENDA ITEM SUMMARY

Council



## STAFF

Ryan Mounce, City Planner  
Kai Kleer, Senior City Planner

## SUBJECT

**Second Reading of Ordinance No. 072, 2024, Annexing the Property Known as the I-25 & Mulberry Annexation to the City of Fort Collins, Colorado.**

## EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on May 21, 2024, annexes a 46.92-acre property located at the NE Corner of the I-25 and East Mulberry interchange. A specific project development plan proposal is not included with the annexation application. The Initiating Resolution was adopted on April 16, 2024. A related item to zone the annexed property is presented as the next item on this Agenda.

This annexation request is in conformance with the State of Colorado Revised Statutes as they relate to annexations, the City of Fort Collins City Plan, and the Larimer County and City of Fort Collins Intergovernmental Agreement regarding Growth Management.

## STAFF RECOMMENDATION

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

## BACKGROUND / DISCUSSION

### Introduction

This is a 100% voluntary annexation of a 47-acre property located at the northeast corner of I-25 and East Mulberry Street. The property is currently and has historically been used in an agricultural capacity. The site is bound by NE Frontage Road to the west, former Heli-One industrial building to the north, Cloverleaf Community to the east and Sunstate Equipment Rental/East Mulberry Street to the south. As noted, no development proposal was submitted in conjunction with this application, however, the property is overlaid by a metro district which outlines the desire to design and construct roadway and utility infrastructure to suite approximately 400,000+ square feet of retail and light industrial/flex space.

### Larimer County and City of Fort Collins Intergovernmental Agreement

The property is located within the Fort Collins Growth Management Area (GMA) and according to policies and agreements between the City of Fort Collins and Larimer County contained in the Intergovernmental Agreement for the Fort Collins Growth Management Area, the City agrees to

consider annexation of property in the GMA when the property is eligible for annexation according to State law.

### **Contiguity Requirements**

The subject property gains the required one-sixth contiguity to existing City limits from a common perimeter boundary with city limits of 3,811 feet or 62%, which satisfies the one-sixth (16%) required by State Statute. Contiguity is gained from the East Gateway Annexation (2018), Interchange Business Park Third Annexation (2006), and I-25 Third Annexation (2017).

### **Mulberry Frontage Metro District**

Metro districts are independent local government units designed to finance and manage public infrastructure. Colorado law empowers them to provide services such as water, sewer, roads, storm drainage, parks, and sometimes fire protection. They are governed by elected boards that establish policies, set budgets, and raise funds through property taxes, fees for service, and by issuing bonds.

As outlined in the Initiating Resolution for this annexation, the Mulberry Frontage Metropolitan District (MFMD) was approved and established by Larimer County in 2017. The annexation area/parcel boundary matches the service area of the District.

### **Mulberry Frontage Metro District Service Plan**

A fundamental component of establishing a metro district is the development of a service plan, which is required by Colorado law. The service plan outlines the metro district's powers, governance, boundaries, land use, financing, and descriptions of services.

The MFMD Service Plan (Plan) anticipates financing infrastructure that includes the design and construction of a realigned Frontage Road, two commercial local streets, utility infrastructure (water, sanitary, and storm sewer), and detention pond infrastructure. The Plan acknowledges that East Larimer County Water District, Boxelder Sanitation District, and Poudre Fire Authority will continue to provide services, and that infrastructure would be designed according to their specifications.

The District's Plan anticipates only commercial and light industrial development with a projected residential population of zero at build-out. Should the District propose the addition of residential land uses, Larimer County considers this a material modification of the Service Plan and would require additional review and approval.

To implement the Service Plan, the MFMD will be required to enter into an intergovernmental agreement (IGA) with Larimer County. City staff have communicated with Larimer County Community Development staff and District representatives. The District has expressed its position that it is not interested in modifying the Service Plan to allow the City of Fort Collins to have oversight or a regulatory role regarding the MFMD.

Since this is an existing metro district, Council could consider either:

- Entering into an Annexation Agreement that would run with the land.
- Entering into an Intergovernmental Agreement with the District.

However, the District and developer have expressed opposition to any such agreement.

In the table below, staff have compared the MFMD's existing Service Plan to the City's Model Service Plan, highlighting major differences.



Item 8.

Comparison Point	Existing Metro District	City Metro District Policy	Considerations for Annexation
Public Improvements and Services	<p>Under Colorado Law, metro districts can provide fire, mosquito spraying, parks and recreation, safety protection, sanitation, solid waste disposal, street improvement, television relay, transportation, and water services within their geographic service territory.</p> <p>The Mulberry Frontage Metro District Service Plan indicates that the district does not plan to own or operate water, fire, or sanitation facilities, however it reserves the right to, “have and exercise all rights and powers necessary or incidental to, or implied from, the specific power granted to the District in the Service Plan and the Act.”</p>	The City restricts the ability for metro districts to provide policing or other security services, water and wastewater treatment facility, sales and use tax, television relay and translation restriction, golf courses, grant funding, and fire protection.	<p>Council may require an annexation agreement or an IGA with the District to restrict services that are not aligned with the City’s current policies.</p> <p>The Service Plan explicitly states that it does not anticipate providing water, wastewater, or fire service of it’s own.</p>
Alignment with City Priorities and Extraordinary Public Benefits	County Metro District Policy does not require extraordinary public benefits.	The City of Fort Collins evaluates non-residential districts based on Environmental Sustainability Outcomes, Critical Public Infrastructure, Smart Growth Management, and other Strategic Priorities such as affordable housing, workforce housing, infill/redevelopment, and economic health outcomes.	Council could request an annexation agreement with the developer that requires any future development to meet the performance criterion of the City’s Metro District Policy.

Item 8.

Comparison Point	Existing Metro District	City Metro District Policy	Considerations for Annexation
Other Powers	The existing Service Plan allows for the use of eminent domain.	City policy does not allow metro districts to exercise the power of eminent domain but rather the City could utilize eminent domain on their own projects within the District.	<p>Council may request that the Metro District enter into an agreement that would both prohibit general use of eminent domain and limit its use in specific projects.</p> <p>Eminent Domain is a very lengthy process that carries significant financial risks for the District due to potential litigation costs and high compensation awards.</p>
Max Mills	The County allows up to 65 mills for debt service and operations and maintenance (O&M), with a maximum of 15 mills for O&M.	<p>The City has a stricter limit of 50 mills total for debt service and O&amp;M, with a maximum of 10 mills dedicated to O&amp;M.</p> <p>City policy allows for increased mill levies beyond the standard limit for commercial districts, subject to Council approval.</p>	The City and Metro District could enter into an agreement with the District to reduce the max mills.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

The Planning and Zoning Commission will vote on this annexation and zoning at its May 16, 2024, meeting.

**CITY FINANCIAL IMPACTS**

The annexation and zoning will not result in any initial direct significant financial/economic impacts.

Future development will trigger the transition of law enforcement from Larimer County Sheriff to Fort Collins Police Services. Should development occur, water utility services will be provided by the East Larimer Water District (ELCO), wastewater utility service will be provided by the Boxelder Sanitation District, and electric service will be provided by Fort Collins Light and Power.

## **PUBLIC OUTREACH**

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A neighborhood meeting was held September 22, 2022, to jointly share information and discuss the proposed annexation and associated Overall Development Plan for the site. All other notification requirements as required by state and local law have been met.

A majority of questions and concerns discussed at the meeting related to future transportation access and development potential of the associated Overall Development Plan. Key topics related to annexation include:

- Zoning boundaries in relation to the proposed realignment of the Frontage Road.
- Whether the Cloverleaf Mobile Home Park would also be annexed into the City?

## **ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 072, 2024  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
ANNEXING THE PROPERTY KNOWN AS THE I-25 & MULBERRY  
ANNEXATION TO THE CITY OF FORT COLLINS, COLORADO

A. On April 16, 2024, City Council adopted Resolution 2024-061, finding substantial compliance and initiating annexation proceedings for the I-25 & Mulberry Annexation, as defined therein and described below.

B. Resolution 2024-069 setting forth findings of fact and determinations regarding the I-25 & Mulberry Annexation was adopted concurrently with the first reading of this Ordinance.

C. The City Council has determined that it is in the best interests of the City to annex the property to be known as the I-25 & Mulberry Annexation as described below (the "Property") to the City.

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

Section 1. The City Council hereby incorporates the findings of Resolution 2024-061 and Resolution 2024-069 and further finds that it is in the best interests of the City to annex the Property to the City.

Section 2. The Property, more particularly described as:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN; COUNTY OF LARIMER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED AT THE SOUTHWEST CORNER BY A 3" BRASS CAP STAMPED " LS23503 2007" IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY A 2"ALUMINUM CAP STAMPED " LS 5028 1998" ASSUMED TO BEAR N00°09'34"W.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, THENCE N70°26'24"E A DISTANCE OF 648.39 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, AND THE POINT OF BEGINNING;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIX (6) COURSES:

1. N58°42'20"W A DISTANCE OF 212.59 FEET;
2. N38°22'59"W A DISTANCE OF 442.05 FEET;
3. N14°16'20"W A DISTANCE OF 206.20 FEET;
4. N00°13'50"W A DISTANCE OF 37.90 FEET;
5. N00°31'20"W A DISTANCE OF 940.70 FEET;
6. N03°19'40"E A DISTANCE OF 245.20 FEET, TO THE SOUTHWESTERLY CORNER OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 20050043464;

THENCE ON THE SOUTHERLY LINE OF SAID PROPERTY, S89°19'40"E A DISTANCE OF 1241.28 FEET, TO A POINT ON THE WESTERLY LINE OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 2002051529;

THENCE ON SAID WESTERLY LINE, S00°20'18"W A DISTANCE OF 1727.08 FEET, TO THE NORTHEASTERLY CORNER OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 20120069518;

THENCE ON THE NORTHERLY AND WESTERLY LINES OF SAID PROPERTY, THE FOLLOWING FOUR (4) COURSES:

1. N69°41'20"W A DISTANCE OF 224.55 FEET;
2. N81°42'20"W A DISTANCE OF 504.90 FEET;
3. N58°42'20"W A DISTANCE OF 20.61 FEET;
4. S00°19'40"W A DISTANCE OF 300.00 FEET, TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 2,043,904 SQUARE FEET OR 46.9216 ACRES

is hereby annexed to the City of Fort Collins and made a part of said City, to be known as the I-25 & Mulberry Annexation, which annexation shall become effective upon completion of the conditions contained in Colorado Revised Statutes ("C.R.S.") Section 31-12-113, including, without limitation, all required filings for recording with the Larimer County Clerk and Recorder.

Section 3. In annexing the Property to the City, the City does not assume any obligation respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets or any other services or utilities in connection with the Property hereby annexed except as may be provided by ordinances of the City.

Section 4. The City hereby consents, pursuant to C.R.S. Section 37-45-136(3.6), to the inclusion of the Property into the Municipal Subdistrict, Northern Colorado Water Conservancy District.

Introduced, considered favorably on first reading on May 21, 2024, and approved on second reading for final passage on June 4, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 14, 2024  
Approving Attorney: Brad Yatabe



# AGENDA ITEM SUMMARY

City Council

## STAFF

Kai Kleer, Senior City Planner  
Ryan Mounce, City Planner

## SUBJECT

**Second Reading of Ordinance No. 073, 2024, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the I-25 & Mulberry Annexation to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map and Lighting Context Area Map.**

## EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on May 21, 2024, zones the property included in the I-25 & Mulberry Annexation into the Industrial (I), and General Commercial (CG) zone districts and place the property into the LC2 Lighting Context Area and Non-residential Sign District.

This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council's Rules of Meeting Procedures adopted in Resolution 2015-091.

Because the Planning and Zoning Commission did not make a recommendation on the annexation zoning until after the agenda materials were available for first reading, the information in the ordinance was subsequently updated with the Commission's recommendation for second reading.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

## BACKGROUND / DISCUSSION

The requested zoning for this annexation is Industrial (I) and General Commercial (CG) zone districts, which is in alignment with the City of Fort Collins Structure Plan, I-25 Subarea Plan and East Mulberry Plan. The I-25 & Mulberry Annexation area is currently and has historically been used for an agricultural capacity. Directly west of the property is the Frontage Road/I-25, directly north abutting the property line is the former Heli-One building (County). The property to the east contains the Cloverleaf Manufactured Housing Community (County) which also acts as the eastern most boundary of the East Mulberry Enclave, and the south property line abuts Sunstate Rental (County).

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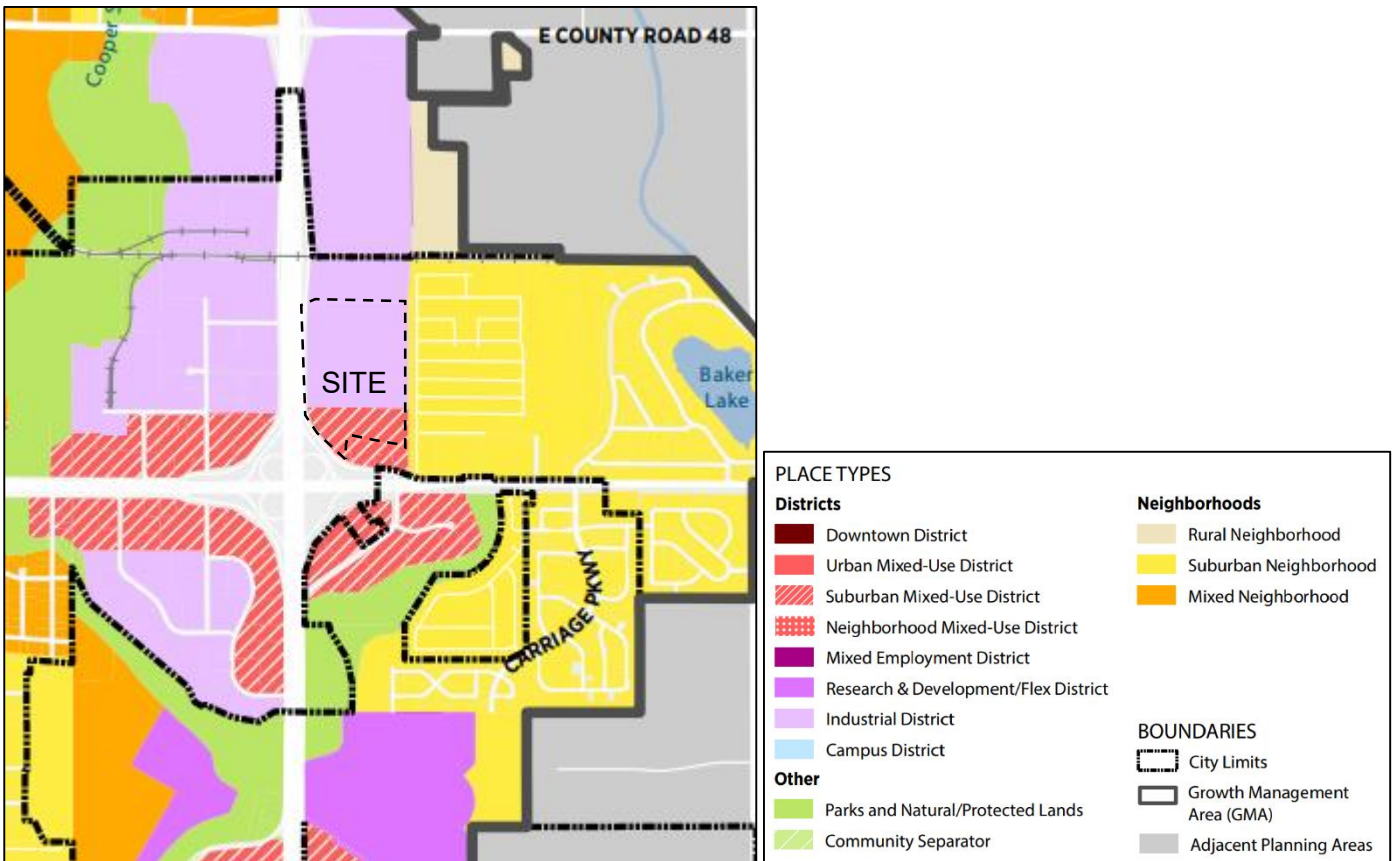
The surrounding zoning and land uses are as follows:

Direction	Zone District	Existing Land Use
N	Larimer County Light Industrial (IL)	Vehicle Services and Modification
S	General Commercial (CG)	Equipment Rental, Hotel, Fuel Sales, Emissions Testing
E	Larimer County Manufactured Home Park (MHP) and Commercial Corridor (CC)	Manufactured Housing Community
W	Larimer County Commercial Corridor (CC)	Miscellaneous retail and light industrial uses

### City of Fort Collins Structure Plan

The Structure Plan Map found in City Plan provides the broadest land use guidance applicable to the site and potential zoning via Place Type designations. Place Types describe the general land-uses, densities, and transportation characteristics for an area to help guide potential zoning when properties are annexed into the City.

The Structure Plan Map indicates opportunity for both the 'Suburban Mixed-Use' and 'Industrial' place types for the site, indicating a mix of mixed-use and industrial development potential are appropriate. This designation follows similar land use patterns nearby, including commercial uses to the south, and a mix of commercial and industrial development at the northwest and southwest corners of the interchange.



Structure Plan Map



The characteristics of these Place Types include:

### **Suburban Mixed-Use:**

*Principal Land Use: Retail, restaurants, office, and other commercial services. Supporting Land Use: High-density residential, entertainment, childcare centers, and other supporting uses. Densities and building heights will vary; building heights will generally be between one and five-stories but may be higher in some locations.*

*Mixed-use districts provide opportunities for a range of retail and commercial services, office and employment, multifamily residential, civic, and other complementary uses in a compact, pedestrian and transit-supportive setting. Suburban Mixed-Use Districts help meet the needs of surrounding neighborhoods and populations beyond. Although largely auto-oriented today, the integration of higher-density residential and a broader mix of retail/ restaurants, office and entertainment uses is encouraged to help reinvigorate underutilized centers, expand housing options where transit exists or is planned, and improve access to services and amenities in both existing and new districts.*

The Suburban Mixed-Use Place Type is most commonly associated with the City's commercial zoning districts, including the General Commercial (CG) District proposed for portions of the annexation.

### **Industrial:**

*Principal Land Use: Industrial land uses such as manufacturing, assembly plants, primary metal and related industries; vehicle-related commercial uses; warehouses, outdoor storage yards and distribution facilities; and flex space for small, local startups as well as large national or regional enterprises. Supporting Land Use: Restaurants, convenience retail and other supporting services. Densities and building heights vary.*

*Employment districts encourage and support a variety of employment opportunities in Fort Collins—ranging from those oriented toward education, research, entrepreneurship, and business incubators, to those that endeavor to turn knowledge into products, processes, and services, to those oriented toward industrial, manufacturing and logistics.*

The Industrial Place Type typically corresponds to the Industrial (I) Zone District, which is proposed for the site.

While the proposed zoning is consistent with the Structure Plan Map Place Types in composition and approximate size (acres), notably, the boundary and shape differ. This is due to CDOT's proposed realignment of the Frontage Road which will shift the street inward into the site and parallel to the interstate versus its current position directly adjacent and parallel to the interstate. The proposed zoning boundaries follows this new alignment and staff support the new zoning boundaries which will create a more logical and orderly pattern for development versus what is illustrated on the Structure Plan Map before the CDOT roadway realignment was known.

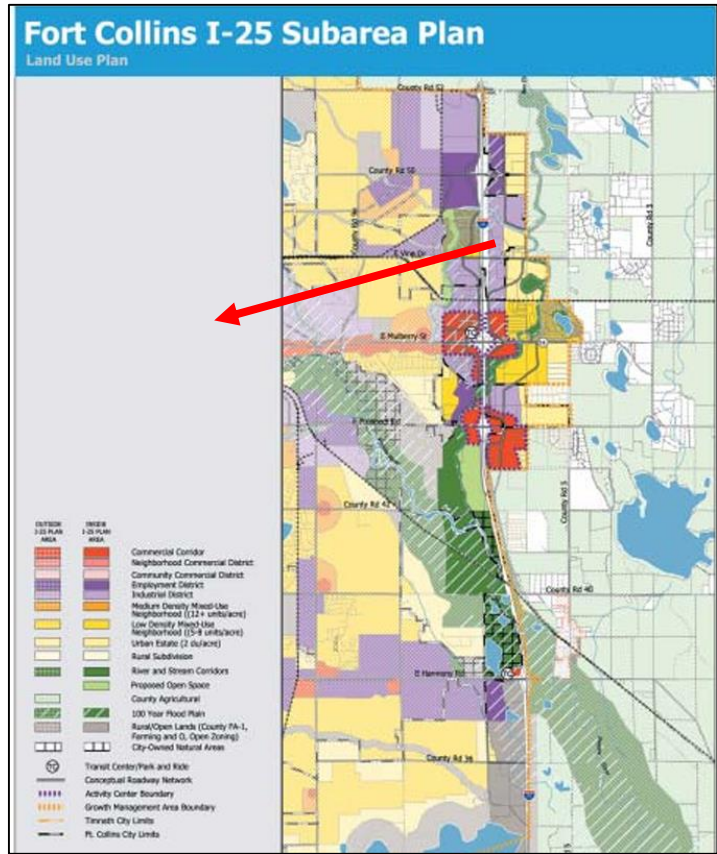
The Structure Plan map also encourages the use of more specific land use guidance for sites when subarea and neighborhood plans have been approved. At this location, both the East Mulberry Plan and the I-25 Subarea Plan provide guidance.

### **I-25 Subarea Plan**

The I-25 Subarea Plan was adopted in 2003 and establishes transportation and land-use guidance for the entire I-25 corridor through the community. The Land Use Plan identifies the site as a commercial corridor with adjacent industrial zoning to the north. The Plan also identifies the area around the I-25 and Mulberry interchange as an Activity Center, which will require enhanced design and land use

Item 9.

considerations during development of the site and the Land Use Code's supplemental I-25 Subarea Plan standards.

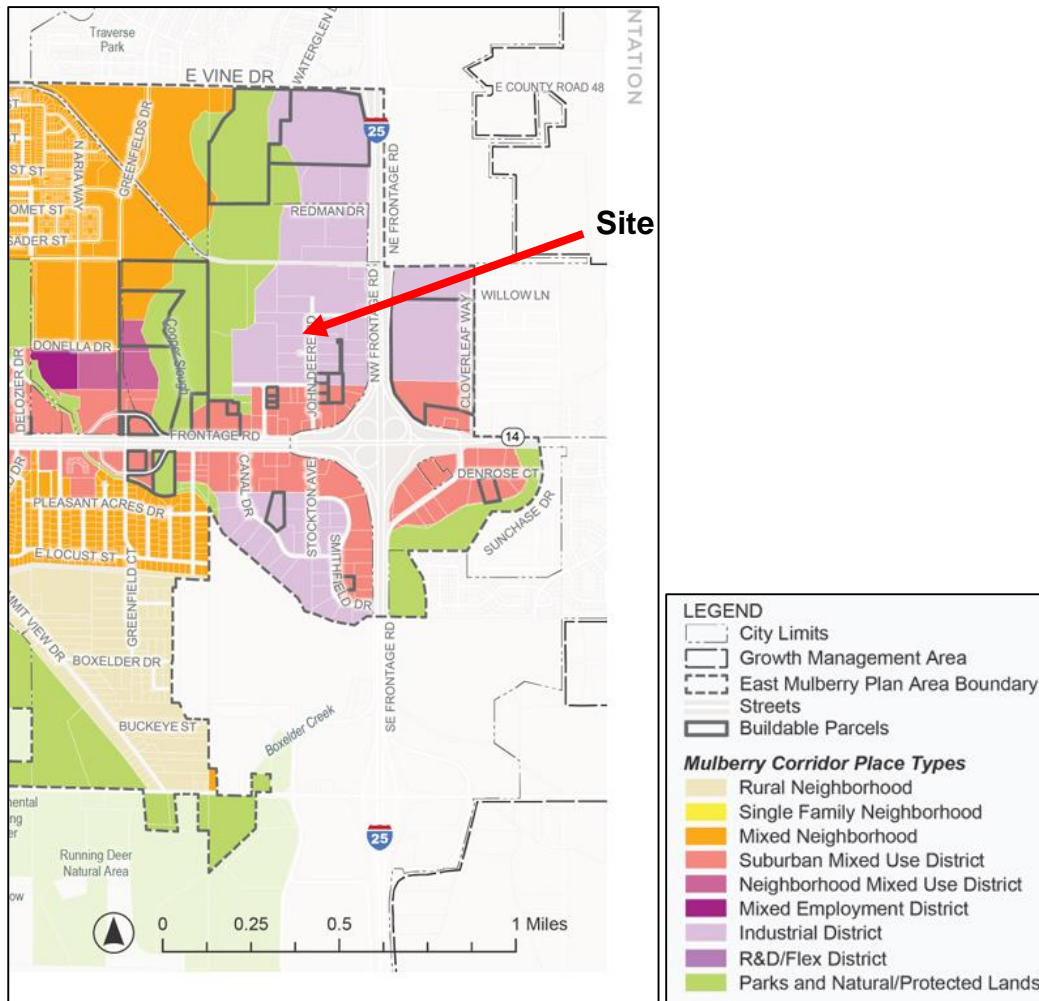


The I-25 Subarea Plan designated the total site for commercial zoning rather than a mix of commercial and industrial zoning as proposed. The commercial zoning is in part due to the possibility the area could host a regional or community shopping center. Little interest in a retail center of this scale has been discussed for the site in the 20+ years since adoption of the I-25 Subarea Plan, and internally, staff no longer feel the site is as well suited towards this goal given shifts in land use, transportation, and the commercial/retail market. Much of the potential retail activity originally envisioned for this location has shifted further west along Mulberry Street to the proposed Bloom and Peakview Developments near Mulberry Street and Greenfields Court.

The loss of a larger commercial zoning site may be appropriately backfilled by the proposed Industrial zoning, which is consistent with the Structure Plan Map and the much more recent East Mulberry Plan, as well as the consistency of other quadrants of the interchange which feature mixed commercial/industrial zoning.

**East Mulberry Plan**

The East Mulberry Plan was adopted in December 2023 and updated the original 2002 East Mulberry Corridor Plan. The update provides renewed land use and policy guidance for the Mulberry corridor, including the subject property. The Plan's land use framework shifted from one based on zoning to place types to match the City Plan Structure Map, and the land use guidance illustrated below matches the current Structure Plan Map with indications for a mix of Suburban Mixed-Use and Industrial place types.



Similar to the Structure Plan analysis described above, the land use guidance provided by the East Mulberry Plan matches the proposed (CG) and (I) zoning in size but differs in shape due to more recent knowledge of CDOT’s plan to alter the alignment of the I-25 Frontage Road. Staff supports the requested zoning boundary changes to match this shift in roadway alignment to create a more logical and orderly pattern of development.

Further, the proposed CG and I zoning promotes policy guidance related to the I-25 Interchange Character Area, specifically:

**1.N.1** *Preserve existing agricultural and industrial businesses through land use guidance and zoning upon annexing into the City of Fort Collins. See Section 4 of the Plan for more specific recommendations related to existing agricultural and industrial businesses around the I-25 Interchange.*

**3.N.1** *Collaborate with CDOT to redesign and reconstruct the I-25 and Mulberry interchange, incorporating design enhancements that align with Fort Collins’ character.*

**7.N.3** *Enhance the safety, aesthetics, and functionality of the I-25 interchange.*

The CG and I zoning allows for a combination of commercial and industrial services and businesses to occupy the site while working with CDOT to realign the Frontage Roads in anticipation of the future redesign of the I-25 and Mulberry interchange. The altered shape of the commercial zoning adjacent to the highway mirrors existing zoning on other quadrants of the interchange and may serve to enhance

the aesthetics by limiting certain lower quality industrial activities (i.e., outdoor storage) from public visibility.

**Sign District**

Given the proposed commercial and industrial zoning, staff recommend the property be placed in the Non-Residential Sign District.

**Lighting Context Area**

On March 26, 2021, the City of Fort Collins adopted new exterior lighting standards and established Lighting Context Areas that correspond to the City’s zone districts. The corresponding districts identified by Table 3.2.4-1 of the City’s lighting code is LC2 for the General Commercial and Industrial zone districts, accordingly, staff recommends placement of the property into the LC2 Lighting Context Area.

LC2 - Moderate ambient lighting. Areas of human activity where the vision of human residents and users is adapted to moderate light levels. Lighting may typically be used for safety and convenience, but it is not necessarily uniform or continuous. Typical locations include high density residential areas, shopping and commercial districts, industrial parks and districts, City playfields and major institutional uses, and mixed-use districts.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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The Planning and Zoning Commission will vote on this annexation and zoning at its May 16, 2024, meeting.

**CITY FINANCIAL IMPACTS**

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None.

**PUBLIC OUTREACH**

---

A neighborhood meeting was held September 22, 2022, to jointly share information and discuss the proposed annexation and associated Overall Development Plan for the site. All other notification requirements as required by state and local law have been met.

A majority of questions and concerns discussed at the meeting related to future transportation access and development potential of the associated Overall Development Plan which remains under review. Key topics related to annexation include:

- Zoning boundaries in relation to the proposed realignment of the Frontage Road; and
- Whether the Cloverleaf Mobile Home Park would also be annexed into the City.

**ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 073, 2024  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AMENDING THE ZONING MAP OF THE CITY OF FORT COLLINS AND  
CLASSIFYING FOR ZONING PURPOSES THE PROPERTY INCLUDED  
IN THE I-25 & MULBERRY ANNEXATION TO THE CITY OF FORT  
COLLINS, COLORADO, AND APPROVING CORRESPONDING  
CHANGES TO THE RESIDENTIAL NEIGHBORHOOD SIGN DISTRICT  
MAP AND LIGHTING CONTEXT AREA MAP

A. On June 4, 2024, the City Council adopted on second reading Ordinance No. 072, 2024, annexing to the City of Fort Collins the property known as the I-25 & Mulberry Annexation (the "Property").

B. Division 1.3 of the Land Use Code of the City of Fort Collins establishes the Zoning Map and Zone Districts of the City.

C. Division 2.9 of the Land Use Code of the City of Fort Collins establishes procedures and criteria for reviewing the zoning of land.

D. Pursuant to Land Use Code Section 2.9.2, the City Planning and Zoning Commission, at its meeting on May 16, 2024, voted to recommend zoning the Property to be known as the I-25 & Mulberry Annexation (the "Property") as General Commercial and Industrial Zone Districts as more particularly described below and determined that the proposed zonings are consistent with the City's Comprehensive Plan.

E. The City Council has determined that the proposed zonings of the Property are consistent with the City's Comprehensive Plan.

F. To the extent applicable, the City Council has also analyzed the proposed zonings against the applicable criteria set forth in Section 2.9.4(H)(3) of the Land Use Code and finds the proposed zonings to be in compliance with all such criteria.

G. In accordance with the foregoing, the City Council has considered the zonings of the Property as described below, finds it to be in the best interests of the City, and has determined that the Property should be zoned as hereafter provided.

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

Section 1. The Zoning Map of the City of Fort Collins adopted pursuant to Section 1.3.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including the following portion of the Property in the General Commercial ("CG") Zone District as more particularly described as:

A PORTION OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 2009006924 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN; COUNTY OF LARIMER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED AT THE SOUTHWEST CORNER BY A 3" BRASS CAP STAMPED " LS23503 2007" IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY A 2"ALUMINUM CAP STAMPED " LS 5028 1998" ASSUMED TO BEAR N00°09'34"W.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, THENCE N70°26'24"E A DISTANCE OF 648.39 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, AND THE POINT OF BEGINNING;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIX (6) COURSES:

1. N58°42'20"W A DISTANCE OF 212.59 FEET;
2. N38°22'59"W A DISTANCE OF 442.05 FEET;
3. N14°16'20"W A DISTANCE OF 206.20 FEET;
4. N00°13'50"W A DISTANCE OF 37.90 FEET;
5. THENCE N00°31'20"W A DISTANCE OF 940.70 FEET;
6. N03°19'40"E A DISTANCE OF 245.20 FEET, TO THE SOUTHWESTERLY CORNER OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 20050043464;

THENCE ON THE SOUTHERLY LINE OF SAID PROPERTY, THENCE S89°19'40"E A DISTANCE OF 400.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, THE FOLLOWING FIVE (5) COURSES:

1. S00°40'20"W A DISTANCE OF 591.74 FEET;
2. S44°30'21"W A DISTANCE OF 127.98 FEET;
3. S00°29'39"E A DISTANCE OF 256.82 FEET, TO A POINT OF CURVE;

4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 88°52'35" AND AN ARC LENGTH OF 930.71 FEET, TO A POINT OF TANGENT;

5. S89°22'14"E A DISTANCE OF 333.27 FEET;

THENCE ON SAID WESTERLY LINE, S00°20'18"W A DISTANCE OF 198.69 FEET, TO THE NORTHEASTERLY CORNER OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 20120069518;

THENCE ON THE NORTHERLY AND WESTERLY LINES OF SAID PROPERTY, THE FOLLOWING FOUR (4) COURSES:

1. N69°41'20"W A DISTANCE OF 224.55 FEET;

2. N81°42'20"W A DISTANCE OF 504.90 FEET;

3. N58°42'20"W A DISTANCE OF 20.61 FEET;

4. S00°19'40"W A DISTANCE OF 300.00 FEET, TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 753,127 SQUARE FEET OR 17.2894 ACRES.

Section 2. The Zoning Map of the City of Fort Collins adopted pursuant to Section 1.3.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including the following portion of the Property in the Industrial ("I") Zone District as more particularly described as:

A PORTION OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 2009006924 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN; COUNTY OF LARIMER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED AT THE SOUTHWEST CORNER BY A 3" BRASS CAP STAMPED " LS23503 2007" IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY A 2"ALUMINUM CAP STAMPED " LS 5028 1998" ASSUMED TO BEAR N00°09'34"W.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, THENCE N3°41'03"E A DISTANCE OF 2153.64 FEET TO A POINT TO A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 20050043464 AND THE POINT OF BEGINNING;

THENCE ON SAID SOUTHERLY LINE, S89°19'40"E A DISTANCE OF 841.28 FEET, TO A POINT ON THE WESTERLY LINE OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 2002051529;

THENCE ON THE SAID WESTERLY LINE, S00°20'18"W A DISTANCE OF 1528.39 FEET; THENCE DEPARTING SAID WESTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. N89°22'14"W A DISTANCE OF 333.27 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 88°52'35" AND AN ARC LENGTH OF 930.71 FEET, TO A POINT OF TANGENT;
3. N00°29'39"W A DISTANCE OF 256.82 FEET;
4. N44°30'21"E A DISTANCE OF 127.98 FEET;
5. N00°40'20"E A DISTANCE OF 591.74 FEET, TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 1,290,778 SQUARE FEET OR 29.6322 ACRES.

Section 3. That the Sign District Map adopted pursuant to Section 3.8.7.1(M) of the Land Use Code of the City of Fort Collins is hereby changed and amended by showing that the Property described herein is not included in the Residential Neighborhood Sign District.

Section 4. That the Lighting Context Area Map adopted pursuant to Section 3.2.4(H) of the Land Use Code of the City of Fort Collins is hereby changed and amended by showing that the Property described herein is included in the LC2 Lighting Context Area.

Section 5. That the City Manager is hereby authorized and directed to amend said Zoning Map in accordance with this Ordinance.



Introduced, considered favorably on first reading on May 21, 2024, and approved on second reading for final passage on June 4, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 14, 2024  
Approving Attorney: Brad Yatabe



# AGENDA ITEM SUMMARY

City Council

## STAFF

Beth Rosen, Grants Compliance and Policy Manager

## SUBJECT

**Items Relating to the Appropriation of Federal Funds in the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program Funds.**

## EXECUTIVE SUMMARY

A. First Reading of Ordinance No. 074, 2024, Making Supplemental Appropriations in the Community Development Block Grant Fund.

B. First Reading of Ordinance No. 075, 2024, Making Supplemental Appropriations in the HOME Investments Partnerships Grant Fund.

The purpose of this item is to appropriate the City's FY2024 Community Development Block Grant (CDBG) Entitlement Grant and FY2024 Home Investment Partnerships Program (HOME) Participating Jurisdiction Grant from the Department of Housing and Urban Development (HUD), and CDBG program income from FY2022 and FY2023 and HOME Program Income from FY2022 and FY2023.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinances on First Reading.

## BACKGROUND / DISCUSSION

The Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to eligible cities and counties to improve the living conditions for low and moderate- income persons. Recipient communities develop their own programs and funding priorities. In the 2020-2024 Consolidated Plan submitted to HUD, the City prioritized the use of these funds to further its affordable housing goals and provide public services for persons experiencing homelessness and persons most at risk of homelessness.

The HOME Investment Partnership Program (HOME) provides annual grants on a formula basis to Participating Jurisdictions to implement local housing strategies designed to increase homeownership and housing opportunity for low and very low-income residents. These funds are used annually to further the affordable housing goals outlined in the Housing Strategic Plan.

On May 7, 2024, HUD published formula allocations for both the CDBG and HOME programs. This appropriation includes \$1,107,934 for CDBG and \$602,015 for HOME. Additionally, the City receives annual repayments into the CDBG and HOME programs, referred to as Program Income (PI), through the payoffs of Home Buyer Assistance (HBA) loans and loan payments on affordable housing projects. These

payments go back to their respective programs for re-allocation to eligible projects. Since April 1, 2023, the CDBG program has received \$103,659 in Program Income and the HOME Program has received \$83,688 in Program Income.

Ordinance No. 074, 2024, appropriates a total of \$1,211,593 into the CDBG Program, which includes the Entitlement Award of \$1,107,934 and \$103,659 from Program Income.

Ordinance No. 075, 2024, appropriates a total of \$685,703 into the HOME Program, which includes the Entitlement Award of \$602,015 and \$83,688 from Program Income.

These funds are allocated through an annual Competitive Process, with funding recommendations being made to Council by the Human Services and Housing Funding Board. Recommendations for the use of these funds will be presented to Council at its regular meeting on June 18, 2024.

**CITY FINANCIAL IMPACTS**

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This item will appropriate \$1,897,296 in federal funding to the City of Fort Collins which will be allocated to housing and community development related programs and projects, and the administration of the funds, thereby reducing the demand on the City’s General Fund budget to address such needs.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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None.

**PUBLIC OUTREACH**

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None.

**ATTACHMENTS**

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1. Ordinance A for Consideration
2. Ordinance B for Consideration
3. HUD FY2024 Appropriation Publication

ORDINANCE NO. 074, 2024  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING SUPPLEMENTAL APPROPRIATIONS IN THE  
COMMUNITY DEVELOPMENT BLOCK GRANT FUND

A. The City estimates it will receive in federal fiscal year 2024-2025 unanticipated revenue in the form of federal Community Development Block Grant (“CDBG”) funds from Housing and Urban Development (HUD) totaling \$1,107,934.

B. The City received unanticipated CDBG Program income in the amount of \$103,659.

C. Recommendations for the use of these funds will be presented to City Council at its regular meeting on June 18, 2024.

D. This appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of providing affordable housing and human services for city residents.

E. 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.

F. The City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Community Development Block Grant Fund and will not cause the total amount appropriated in the Community Development Block Grant 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 the City Council to designate in the ordinance when appropriating funds for a federal grant, 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 grant or the City’s expenditure of all funds received from such grant.

H. The City Council wishes to designate the appropriation herein for the Community Development Block Grant Entitlement 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 from HUD in the Community Development Block Grant Fund, the sum of ONE MILLION ONE HUNDRED SEVEN THOUSAND NINE HUNDRED THIRTY-FOUR DOLLARS (\$1,107,934), to be expended in the Community Development Block Grant Fund upon receipt thereof for federal fiscal year 2024-2025 Community Development Block Grant projects.

Section 2. There is hereby appropriated from new revenue or other funds from program income in the Community Development Block Grant Fund, the sum of ONE HUNDRED THREE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS (\$103,659), to be expended in the Community Development Block Grant Fund for approved Community Development Block Grant projects.

Section 3. The appropriation herein for the Community Development Block Grant Entitlement 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 June 4, 2024, and approved on second reading for final passage on June 18, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 28, 2024  
Approving Attorney: Jenny Lopez Filkins

ORDINANCE NO. 075, 2024  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING SUPPLEMENTAL APPROPRIATIONS IN THE HOME  
INVESTMENTS PARTNERSHIPS GRANT FUND

A. The Home Investment Partnerships Program (the “HOME Program”) was authorized by the National Affordable Housing Act of 1990 to provide funds in the form of Participating Jurisdiction Grants for a variety of housing-related activities that would increase the supply of decent, safe, and affordable housing.

B. On March 1, 1994, the City Council adopted Resolution 1994-092 authorizing the Mayor to submit to the Department of Housing and Urban Development (“HUD”) a notification of intent to participate in the HOME Program.

C. On May 26, 1994, HUD designated the City as a Participating Jurisdiction in the HOME Program, allowing the City to receive an allocation of HOME Program funds as long as Congress re-authorizes and continues to fund the program.

D. The City estimates it will receive in federal fiscal year 2024-2025 unanticipated revenue in the form of Home Investment Partnership Program (“HOME”) funds from Housing and Urban Development (HUD) totaling \$602,015.

E. The City received unanticipated HOME Program income in the amount of \$83,688.

F. Recommendations for the use of these funds will be presented to City Council at its regular meeting on June 18, 2024.

G. This appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of providing affordable housing for city residents.

H. 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.

I. The City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Home Investment Partnerships Grant Fund and will not cause the total amount appropriated in the Home Investment Partnerships Grant 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 federal grant, 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 grant or the City's expenditure of all funds received from such grant.

K. The City Council wishes to designate the appropriation herein for the Home Investment Partnerships 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 from HUD in the HOME Investment Partnerships Grant Fund the sum of SIX HUNDRED TWO THOUSAND FIFTEEN DOLLARS (\$602,015), to be expended in the HOME Investment Partnerships Grant Fund upon receipt from federal fiscal year 2024-2025 HOME Participating Jurisdiction Grant Funds.

Section 2. There is hereby appropriated from new revenue or other funds from program income in the HOME Investment Partnerships Grant Fund the sum of EIGHTY-THREE THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS (\$83,688), to be expended in the HOME Investment Partnerships Grant Fund for approved HOME Program projects.

Section 3. The appropriation herein for HOME Investment Partnerships Grant Entitlement 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 June 4, 2024, and approved on second reading for final passage on June 18, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 28, 2024  
Approving Attorney: Jenny Lopez Filkins



FY 2024 Community Planning and Development Formula Program Allocations							
NAME	STA	CDBG	RHP	HOME	ESG	HOPWA	HTF
<b>State of Colorado</b>	<b>CO</b>	<b>\$9,305,817</b>	<b>\$0</b>	<b>\$5,230,112</b>	<b>\$2,141,767</b>	<b>\$1,258,643</b>	<b>\$3,213,159</b>
Arvada	CO	\$458,033	\$0	\$0	\$0	\$0	\$0
Aurora	CO	\$2,671,379	\$0	\$1,058,756	\$230,640	\$0	\$0
Boulder City	CO	\$815,585	\$0	\$1,012,614	\$0	\$0	\$0
Broomfield City/County	CO	\$269,135	\$0	\$0	\$0	\$0	\$0
Castle Rock	CO	\$264,043	\$0	\$0	\$0	\$0	\$0
Colorado Springs	CO	\$2,972,928	\$0	\$1,445,802	\$270,890	\$0	\$0
Commerce City	CO	\$409,823	\$0	\$0	\$0	\$0	\$0
Denver	CO	\$6,603,841	\$0	\$2,615,518	\$562,654	\$4,053,292	\$0
<b>Fort Collins</b>	<b>CO</b>	<b>\$1,107,934</b>	<b>\$0</b>	<b>\$602,015</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Grand Junction	CO	\$398,577	\$0	\$0	\$0	\$0	\$0
Greeley	CO	\$840,613	\$0	\$373,292	\$0	\$0	\$0
Lakewood	CO	\$918,713	\$0	\$0	\$0	\$0	\$0
Longmont	CO	\$478,873	\$0	\$0	\$0	\$0	\$0
Loveland	CO	\$361,246	\$0	\$0	\$0	\$0	\$0
Pueblo	CO	\$1,453,413	\$0	\$880,344	\$0	\$0	\$0
Thornton	CO	\$803,023	\$0	\$0	\$0	\$0	\$0
Westminster	CO	\$562,333	\$0	\$0	\$0	\$0	\$0
Adams County	CO	\$1,251,668	\$0	\$1,104,724	\$0	\$0	\$0
Arapahoe County	CO	\$1,356,723	\$0	\$617,268	\$0	\$0	\$0
El Paso County	CO	\$1,113,333	\$0	\$381,043	\$0	\$0	\$0
Jefferson County	CO	\$1,045,532	\$0	\$851,758	\$0	\$0	\$0
Weld County	CO	\$1,211,310	\$0	\$362,763	\$0	\$0	\$0

May 8, 2024

# AGENDA ITEM SUMMARY

City Council



## STAFF

Carrie Daggett, City Attorney  
Heather Walls, Interim City Clerk  
Rupa Venkatesh, Assistant City Manager

## SUBJECT

**First Reading of Ordinance No. 076, 2024, Making Supplemental Appropriation for the Charter Review Council Priority from General Fund Reserves.**

## EXECUTIVE SUMMARY

The purpose of this item is to appropriate funds to allow work to begin on the City Charter review process included in the Council-adopted Council priorities. The amount appropriated, \$25,000, will be used to fund special legal counsel with municipal charter expertise to take the lead on the review and drafting of Charter provisions to update and modernize the City Charter.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

## BACKGROUND / DISCUSSION

On February 27, 2024, the Council adopted Resolution 2024-024, adopting a 2024-2026 Council Priority to modernize and update the City Charter, describing the goal of this work as follows:

### **Modernize and Update the City Charter:**

Although small parts of the Charter get reviewed and updated on a regular basis, due to changes in state laws and election procedures, there is a need to modernize and update the City Charter, which has not been done in a comprehensive way in over 25 years.

The Council discussed this priority at the May 14 Work Session, and the following objectives were identified for this work:

1. Comprehensive review of City Charter to align with state law and legal developments;
2. Update language in Charter to be inclusive;
3. Focus on cleanup and modernization rather than policy changes;
4. Evaluate form and timing options for presenting updates to voters; and
5. Fresh look at how Charter language is presented for ease of reading and clarity.

While staff continues to monitor for legal developments that impact Charter language and identify changes that may be needed or beneficial, retaining a special legal counsel with expertise and experience working with municipal charters throughout Colorado will add a new perspective to the review and focus resources more intentionally and systematically. This review work is expected to take four to six months and initiating the work this summer will assure that any appropriate public outreach and consideration of potential Charter amendments by Council can be completed on a schedule that would allow for referral of Charter amendments to the November 2025 ballot.

The City Attorney will take the lead in arranging the outside legal resources and coordinating the work. City Clerk and City Manager staff will also be actively involved in the work. With this appropriation it is expected that initial work on the review would begin in July 2024.

Election-related Charter amendments have been considered and recommended by the Council Election Code Committee and are expected to be presented to Council for consideration and referred to the voters at a special election to be called for November 2024. Updating and modernizing the language of the provisions coming forward as part of that effort will be part of those proposed amendments.

**CITY FINANCIAL IMPACTS**

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This appropriation will utilize \$25,000 in General Fund Reserves.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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None.

**PUBLIC OUTREACH**

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None.

**ATTACHMENTS**

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- 1. Ordinance for Consideration

ORDINANCE NO. 076, 2024  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING A SUPPLEMENTAL APPROPRIATION FOR THE CHARTER  
REVIEW COUNCIL PRIORITY FROM GENERAL FUND RESERVES

A. On February 27, 2024, the City Council adopted Resolution 2024-024, adopting a 2024-2026 Council Priority to modernize and update the City Charter.

B. The Resolution sets out the goals of this work as follows:

**Modernize and Update the City Charter:** Although small parts of the Charter get reviewed and updated on a regular basis, due to changes in state laws and election procedures, there is a need to modernize and update the City Charter, which has not been done in a comprehensive way in over 25 years.

C. The Council further discussed this Priority at the May 14 Council Work Session, identifying as the objectives for this work:

1. Comprehensive review of City Charter to align with state law and legal developments;
2. Update language in Charter to be inclusive;
3. Focus on cleanup and modernization rather than policy changes;
4. Evaluate form and timing options for presenting updates to voters; and
5. Fresh look at how Charter language is presented for ease of reading and clarity.

D. While staff continues to monitor for legal developments that impact Charter language and identify changes that may be needed or beneficial, retaining a special legal counsel with expertise and experience working with municipal charters throughout Colorado will add a new perspective to the review and focus resources more intentionally and systematically.

E. With this appropriation it is expected that initial work on the review would begin in July 2024.

F. Election-related Charter amendments have been considered by the Council Election Code Committee and are expected to be presented to Council for consideration and referred to the voters at a special election to be called for November 2024. Updating and modernizing the language of the provisions coming forward as part of that effort will be part of those proposed amendments.

G. This appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purpose of improving and updating the City's Charter.

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 such funds for expenditure as may be available from

reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated.

I. The City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated the General Fund and will not cause the total amount appropriated in the General 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.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from prior year reserves in the General Fund the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) to be expended in the General Fund for the Charter Review Council Priority.

Introduced, considered favorably on first reading on June 4, 2024, and approved on second reading for final passage on June 18, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 28, 2024  
Approving Attorney: Carrie Daggett



# AGENDA ITEM SUMMARY

City Council

## STAFF

Nina Bodenhamer, City Give Director

## SUBJECT

**First Reading of Ordinance No. 077, 2024, Appropriating Philanthropic Revenue Received Through City Give for the Cultural Community Program Through Cultural Services.**

## EXECUTIVE SUMMARY

The purpose of this item is to request an appropriation of \$30,000 in philanthropic revenue received through City Give for Cultural Community Program, a department within the City’s Cultural Services area, for live music as designated by the grant award.

In 2019, the City of Fort Collins launched City Give, a formalized enterprise-wide initiative to create a transparent, non-partisan governance structure for accepting and appropriating charitable gifts.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

## BACKGROUND / DISCUSSION

The City was awarded \$30,000 from the Bohemian Foundation to underwrite live music as an aspect of the Cultural Community Program which works to equitably integrate arts and culture into the Fort Collins community, especially in locations not typically programmed and beyond conventional cultural facilities.

The Program is part of the City of Fort Collins’ Cultural Service Department, and since 2022, both staff and programming have been funded from American Rescue Plan Act (ARPA) dollars.

Cultural Community Program is committed to equitable opportunities for artists to reach and engage with diverse and often underserved community segments. The Program integrates art and culture across the community via pop-up performances, community co-creation, and supporting community initiatives by hiring local creatives to augment planned events. The work is guided by a range of objectives, including:

- Equitable opportunities for diverse artists to reach and engage with diverse and often underserved community segments.
- Diverse, proactive programming into the community that highlights all art forms and disciplines, designed in ways that facilitate learning, capacity building, and engagement when feasible.
- Collaboration and co-creation with partners internal and external to the City and across and within artistic disciplines.

Item 12.

The grant is awarded by Bohemian Foundation, a Fort Collins-based private family foundation that supports local, national, and global efforts to build strong communities.

**CITY FINANCIAL IMPACTS**

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Upon adoption, this Ordinance will appropriate \$30,000 in philanthropic revenue. The funds have been received and accepted per City Give Administrative and Financial Policy.

The City Manager has also determined that these appropriations are available and previously unappropriated and will not cause the total amount appropriated to exceed the current estimate of actual and anticipated revenues and all other funds during fiscal year 2024.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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None.

**PUBLIC OUTREACH**

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None.

**ATTACHMENTS**

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- 1. Ordinance for Consideration

ORDINANCE NO. 077, 2024  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING PHILANTHROPIC REVENUE RECEIVED  
THROUGH CITY GIVE FOR THE CULTURAL COMMUNITY  
PROGRAM THROUGH CULTURAL SERVICES

A. The City was awarded \$30,000 from the Bohemian Foundation to underwrite live music as an aspect of the Cultural Community Program (the “Program”) which works to equitably integrate arts and culture into the Fort Collins community, especially in locations not typically programmed and beyond conventional cultural facilities.

B. The Program is part of the City’s Cultural Services Department, and since 2022, both staff wages and programming have been supported by funding from American Rescue Plan Act (ARPA) dollars.

C. The Program is committed to equitable opportunities for artists to reach and engage with diverse and often underserved community segments. The Program integrates art and culture across the community via pop-up performances, community co-creation, and supporting community initiatives by hiring local creatives to augment planned events.

D. This appropriation benefits the public health and welfare of the citizens and serves the public purpose of contributing to the vibrancy of Fort Collins and making live music fun and accessible for all.

E. 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.

F. The City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Cultural Services and Facilities Fund and will not cause the total amount appropriated in the Cultural Services and Facilities 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.

D. 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.

E. The City Council wishes to designate the appropriation herein for Bohemian Foundation to underwrite live music donation 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. There is hereby appropriated from new philanthropic revenue in the Cultural Services and Facilities Fund the sum of THIRTY THOUSAND DOLLARS (\$30,000) to be expended in the Cultural Services and Facilities Fund for the Bohemian Foundation to underwrite live music.

Section 2. The appropriation herein for the Cultural Community 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.

Introduced, considered favorably on first reading on June 4, 2024, and approved on second reading for final passage on June 18, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 28, 2024  
Approving Attorney: Jenny Lopez-Filkins



# AGENDA ITEM SUMMARY

City Council

## STAFF

Nina Bodenhamer, City Give Director

## SUBJECT

**First Reading of Ordinance No. 078, 2024, Appropriating Prior Year Philanthropic Revenue Reserves Received by City Give for the 9/11 Memorial at Spring Park.**

## EXECUTIVE SUMMARY

The purpose of this item is to request an appropriation of \$12,500 in philanthropic revenue received by City Give for the construction of the 9/11 Memorial at Spring Park, 2100 Mathews Steet, Fort Collins, CO.

A partnership between the City of Fort Collins and Poudre Fire Authority (PFA), the 9/11 Memorial will be located in midtown Fort Collins, and will honor firefighters, emergency medical technicians, law enforcement officers, and nearly 3,000 others who lost their lives on September 11, 2001.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

## BACKGROUND / DISCUSSION

Adjacent to PFA Station 3, abutting Spring Park, the park will serve as the permanent home to the steel World Trade Center (WTC) I-Beam, moved to Fort Collins in 2015. A symbol of resilience, this WTC artifact will draw visitors to reflect on the collective loss and incredible acts of bravery of September 11.

Colorado Task Force 1 – Urban Search and Rescue, a federal disaster response team, deployed 64 Coloradoans – including nine firefighters from the Poudre Fire Authority – to New York City to assist with urban search and recovery. By telling their story, we acknowledge that the response to tragedy defines a community more than the tragedy itself.

Funding for the memorial is the culmination of generous community donors, Poudre Fire Authority and the City of Fort Collins. This item appropriates \$12,500 in a philanthropic gift from UC Health and charitable proceeds from Canvas Credit Union’s HeroFest. These gifts are designated for the sole purpose of the 9/11 Memorial at Spring Park.

## CITY FINANCIAL IMPACTS

Upon adoption, this Ordinance will appropriate \$12,500 in philanthropic revenue received in 2023 being appropriated from prior year reserves. The funds have been received and accepted per City Give Administrative and Financial Policy.

Item 13.

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 to exceed the current estimate of actual and anticipated revenues and all other funds to be received during fiscal year 2024.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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None.

**PUBLIC OUTREACH**

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None.

**ATTACHMENTS**

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- 1. Ordinance for Consideration

ORDINANCE NO. 078, 2024  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING PRIOR YEAR PHILANTHROPIC  
REVENUE RESERVES RECEIVED BY CITY GIVE FOR  
THE 9/11 MEMORIAL AT SPRING PARK

A. The City of Fort Collins and Poudre Fire Authority have collaborated to construct a memorial to the events of September 11, 2001, at Spring Creek Park, adjacent to Poudre Fire Authority Station 3 (the “Memorial”).

B. The Memorial will serve as the permanent home for a Steel World Trade Center I-beam and will honor firefighters, emergency medical technicians, law enforcement officers, and nearly 3,000 others who lost their lives on September 11, 2011.

C. Funding for the memorial is made possible by donations from generous community donors and efforts by Poudre Fire Authority and the City of Fort Collins staff members. This item appropriates \$12,500 in philanthropic gifts from UC Health and charitable proceeds from Canvas Credit Union’s HeroFest. These gifts are appropriated for the sole purpose of the 9/11 Memorial at Spring Park.

D. This appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of facilitating the construction of a public memorial to the tragic events of September 11, 2001.

E. 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.

F. The City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Capital Project Fund and will not cause the total amount appropriated in the Capital Project 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.

D. 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.

E. The City Council wishes to designate the appropriation herein for 9/11 Memorial at Spring Park donation 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. There is hereby appropriated from prior year reserves in the Capital Project Fund the sum of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500) to be expended in the Capital Project Fund for the 9/11 Memorial at Spring Park.

Section 2. The appropriation herein for the 9/11 Memorial at Spring Creek 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.

Introduced, considered favorably on first reading on June 4, 2024, and approved on second reading for final passage on June 18, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 28, 2024  
Approving Attorney: Jenny Lopez Filkins

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Hannah Krikorian, The Gardens on Spring Creek  
Kerri Ishmael, Grants Administration

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### SUBJECT

**First Reading of Ordinance No. 079, 2024, Making a Supplemental Appropriation and Authorizing Transfer of Appropriations for The Gardens on Spring Creek Internship Program.**

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### EXECUTIVE SUMMARY

The purpose of this item is to support The Gardens on Spring Creek internship program by:

- Appropriating \$4,200 of unanticipated grant revenue awarded by the Colorado Department of Agriculture (CDA) and
- Utilizing matching funds in the amount of \$4,200 from existing 2024 appropriations into to this new grant project.

In May 2024 the Colorado Department of Agriculture (CDA) awarded the City of Fort Collins (City) \$4,200 under the CDA's Agricultural Workforce Development Grant Program (Attachment 2). The City will be providing an additional \$4,200 in required matching funds. The award funds and City's matching funds will support hiring an intern for The Gardens' summer 2024 internship program.

The \$4,200 in funds through the CDA's Agricultural Workforce Development Grant Program are federal pass-through funds.

As presented per Attachment 2, the \$4,200 is provided pursuant to a State of Colorado Purchase Order, with corresponding terms and conditions. There is no requirement that the City sign an agreement. Rather upon the City submitting the first request for reimbursement to CDA, the City agrees to all terms and conditions of the award.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

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### BACKGROUND / DISCUSSION

The Colorado Department of Agriculture's (CDA) Agricultural Workforce Development Program (AWDP) provides financial incentives to farms, ranches, and agricultural businesses to hire interns and provide them with hands-on training needed to begin a career in agriculture. Qualified businesses may be reimbursed for up to 50 percent of the actual cost of hiring an intern, not to exceed \$5,000 per internship.

The AWDP is the result of legislation introduced during the 2018 session of the Colorado General Assembly by the Young and Beginning Farmers Interim Study Committee. In its first five years, the AWDP has supported 130 internships at 107 different Colorado agricultural businesses.

As many City internships are unpaid, The Gardens on Spring Creek applied for funding to continue to provide paid internship opportunities for learners. By creating paid opportunities for students to support career readiness, we expect to increase students' skillsets to better prepare them for quality jobs, while decreasing the financial burden an unpaid internship can cause.

The Gardens was awarded one horticulture internship of \$4,200 for the summer of 2024. This internship will work directly in the Garden of Eatin', an acre garden dedicated to food production where all produce is donated to the Food Bank of Larimer County, as well as with the Community Gardens Program, which allows residents to grow their own fruits, vegetables, herbs and annual flowers in one of the City's eight community gardens.

### **CITY FINANCIAL IMPACTS**

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This item appropriates \$4,200 in unanticipated revenue from the CDA in support of The Garden's internship program.

This grant is a reimbursement type grant, meaning Cultural Services and Facilities Fund expenses will be reimbursed up to \$4,200.

Required matching funds in the amount of \$4,200 have already been appropriated in the Cultural Services and Facilities Fund, specifically in the 2024 operating budget for The Gardens. Up to \$4,200 in required match will be transferred from The Gardens' 2024 operating budget to the grant project.

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

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None.

### **PUBLIC OUTREACH**

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None.

### **ATTACHMENTS**

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1. Ordinance for Consideration
2. CDA Purchase Order and Corresponding State of Colorado Purchase Order Terms and Conditions

ORDINANCE NO. 079, 2024  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING A SUPPLEMENTAL APPROPRIATION AND  
AUTHORIZING TRANSFER OF APPROPRIATIONS FOR THE  
GARDENS ON SPRING CREEK INTERNSHIP PROGRAM

A. The Colorado Department of Agriculture’s (CDA) Agricultural Workforce Development Program (AWDP) provides financial incentives to farms, ranches, and agricultural businesses to hire interns and provide them with hands-on training needed to begin a career in agriculture.

B. The Gardens on Spring Creek applied for funding to continue to provide paid internship opportunities for learners. By creating paid opportunities for students to support career readiness, the City expects to increase students’ skillsets to better prepare them for quality jobs, while decreasing the financial burden an unpaid internship can cause.

C. The Gardens was awarded one horticulture internship of \$4,200 for the summer of 2024. This internship will work directly in the Garden of Eatin’, an acre garden dedicated to food production where all produce is donated to the Food Bank of Larimer County, as well as with the Community Gardens Program, which allows residents to grow their own fruits, vegetables, herbs and annual flowers in one of the City’s eight community gardens.

D. This appropriation benefits public health, safety and welfare of the citizens of Fort Collins and the intern’s work serves the public purpose of improving a public cultural facility.

E. 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.

F. The City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Cultural Services and Facilities Fund and will not cause the total amount appropriated in the Cultural Services and Facilities 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.

D. Article V, Section 10 of the City Charter authorizes the City Council, upon recommendation by the City Manager, to transfer by ordinance any unexpended and unencumbered appropriated amount or portion thereof from one fund or capital project to another fund or capital project, provided that the purpose for which the transferred funds are to be expended remains unchanged, the purpose for which the funds were initially



appropriated no longer exists, or the proposed transfer is from a fund or capital project in which the amount appropriated exceeds the amount needed to accomplish the purpose specified in the appropriation ordinance; and

E. The City Manager has recommended the transfer of \$4,200 from the Cultural Services and Facilities Fund Operating Budget to Cultural Services and Facilities Fund Grant Project Budget and determined that the purpose for which the transferred funds are to be expended remains unchanged.

F. 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 the City's expenditure of all funds received from such grant.

G. The City Council wishes to designate the appropriation herein for the Gardens on Spring Creek Internship 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 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 Cultural Services and Facilities Fund the sum of FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200) to be expended in the Cultural Services and Facilities Fund for Gardens on Spring Creek Internship Program.

Section 2. The unexpended and unencumbered appropriated amount of FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200) is authorized for transfer from the Cultural Services and Facilities Fund Operating Budget to Cultural Services and Facilities Fund Grant Project Budget and appropriated therein to be expended for Gardens on Spring Creek Internship Program.

Section 3. The appropriation herein for the Gardens on Spring Creek Internship 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 4, 2024, and approved on second reading for final passage on June 18, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 28, 2024  
Approving Attorney: Jenny Lopez Filkins



# STATE OF COLORADO

## Department of Agriculture

<b>ORDER</b>				<b>*****IMPORTANT*****</b>			
<b>Number:</b>	POGG1,BMAA,202400003534			The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.			
<b>Date:</b>	5/2/24			<b>BILL TO</b>			
<b>Description:</b>	City of Fort Collins (Gardens on Spring Creek)_2024 AWDP			ACCOUNTS PAYABLE AGRICULTURE 305 Interlocken Parkway Broomfield, CO 80021			
<b>Effective Date:</b>	05/13/24			<b>SHIP TO</b>			
<b>Expiration Date:</b>	08/04/24			MARKETS DIVISION 305 Interlocken Parkway Broomfield, CO 80021			
<b>BUYER</b>				<b>SHIPPING INSTRUCTIONS</b>			
<b>Buyer:</b>				<b>Delivery/Install Date:</b>			
<b>Email:</b>				<b>FOB:</b>			
<b>VENDOR</b>							
CITY OF FORT COLLINS Finance Department PO BOX 580 FORT COLLINS, CO 80522-0580							
<b>Contact:</b>	Hannah Krikorian						
<b>Phone:</b>	970-416-2482						
<b>VENDOR INSTRUCTIONS</b>							
<b>EXTENDED DESCRIPTION</b>							
Pursuant to Colorado Code of Regulations 101-1, Chapter 3-1.6.5 you are hereby notified that any and all provision(s) applied to this Small Dollar Grant Award that conflicts with Colorado law C.R.S. 24-106-109 are null and void.							
This Small Dollar Grant Award is subject to the State of Colorado Small Dollar Grant Award (SDGA) Terms and Conditions which can be found at <a href="https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions">https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions</a> . By accepting this purchase order and/or providing the goods and/or services to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs.							
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.	
1	G1000		0	0.00	\$4,200.00	<input type="checkbox"/>	
Description: Grant Commodity							
Service From: 05/13/24				Service To: 08/04/24			
<b>TERMS AND CONDITIONS</b>							

Item 14.



**STATE OF COLORADO**  
Department of Agriculture

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

**DOCUMENT TOTAL = \$4,200.00**

## STATEMENT OF WORK Agricultural Workforce Development Grant Program

**I. Project Description / Objectives:**

The Colorado Department of Agriculture ('CDA' or 'State') will provide Grantee funding assistance for paid internship(s) in accordance with SB18-042. Grantee shall provide paid internship training to qualified intern(s) in accordance with the Agricultural Workforce Development Grant Program (AWDP) requirements as stated in this Statement of Work. CDA will reimburse Grantee up to 50% of the allowable reimbursable expenses of hiring an intern not to exceed \$5,000.00 per business, per intern. Up to 3 interns are allowed per business, per year.

The objective of this program is to address the shortage of skilled agricultural workers in Colorado by providing training and support through a quality internship opportunity to individuals meeting the criteria who are interested in pursuing a career in agriculture.

**II. Definitions:**

CDA, Department, or State	Colorado Department of Agriculture
AWDP	Agricultural Workforce Development Grant Program
Grantee	The entity receiving the grant funds
CDA PM	Colorado Department of Agriculture Project Manager

**III. Program Training Requirements**

- a. Grantee shall provide:
  - i. training for job duties applicable to the intern’s occupational area or skilled trade;
  - ii. at least 130 hours of work experience, up to one year;
  - iii. all equipment and supplies necessary to perform the job duties;
  - iv. industry endorsed license, registration, or certification if applicable to the occupational area or skilled trade;
  - v. supervision for the intern;
  - vi. a work schedule that complies with all applicable labor laws;
  - vii. communication for any performance and or attendance issues to the intern; and
  - viii. maintained time and attendance records, payroll, performance and other accurate records related to the internship.
- b. Program Internship Requirements
  - i. Grantee agrees that:
    - A. Intern must not replace a paid, regular full- or part-time employee.
    - B. Intern must not be related to Grantee owners or operators.
    - C. Intern selected did not have a conflict of interest to Grantee owners and operators.
- c. Program Evaluation
  - i. Grantee must have:
    - A. Participated in Program evaluation requirements such as surveys, assessments, performance summaries, reports or other activities as deemed

necessary by CDA during the Program.

**IV. Performance Activities, Standards and Requirements:**

- a. **Any dates and deadlines except from the Effective Date of the SOW may be adjusted by mutual written agreement of the Grantee and the State. Exclusively for the purposes of modifying deadlines in this SOW, email shall suffice as sufficient written documentation. Extending the SOW or encumbrance requires a formal modification to the State's encumbrance document.**
- b. The Grantee shall utilize awarded funds to support the specific circumstances identified in the Grantee's grant application.
- c. Grantee shall perform the following activities as described in the **Schedule of Activities** table in Exhibit A.
- d. The CDA Program Manager, or representative, will inspect the final Project for completeness.
- e. The Grantee shall expend all awarded funds to support their Ag Workforce Development Program project no later than the Project Completion Date and agree to provide proof of expenditure at the request of the Department.
- f. All reports and submissions by the Grantee shall be made electronically to the CDA Program Manager via email.
- g. Progress Reports (Mid-Internship and Final Internship Google Form Surveys) during the Period of Performance prior to the Project Completion Date shall include the following:
  - i. Activities for the period,
  - ii. Obstacles encountered to date and possible solutions,
  - iii. Budget update, including match and any supporting narrative.
  - iv. Success stories, of which elements may include:
    - A. Narrative of how the funds were used, what positive impacts were realized, etc.
    - B. Number of jobs that were created or preserved.
    - C. Financial impacts such as increases in sales, income, and/or profit.
    - D. Other outcomes indicated in the grant applications.
    - E. Photos upon request. CDA may use all submitted photos, testimonials and/or quotes in media releases, social media posts, web updates, or similar without further approval or compensation.

**V. Invoicing:**

- a. Reimbursement must be submitted via a signed invoice. Scan the completed and signed invoice and supporting documentation into an electronic document. Signature via adobe is also acceptable. Email the invoice and supporting documentation to the CDA Program Manager.
- b. Grantee must submit invoices with accompanying back-up documentation to CDA Program Manager via email.
- c. Reimbursable expenses for this Project are limited to the costs of each item listed in the Budget Table. No other expenses will be reimbursed unless approved in writing by the CDA Program Manager in advance.
- d. The State of Colorado is exempt from paying sales and use taxes. Taxes for this grant will not be reimbursed. Grantee is responsible for any applicable taxes. The State's certificate of tax exemption can be provided upon request.

**VI. CDA Project Manager:**

All communications, forms and supporting documentations shall be sent via email to the CDA Program Manager:

**Joanne Hernandez**  
Markets Division  
Colorado Department of Agriculture  
305 Interlocken Parkway  
Broomfield, Colorado 80021  
720-347-8095  
[Joanne.hernandez@state.co.us](mailto:Joanne.hernandez@state.co.us)

**VII. Acceptance**

Please review the [State of Colorado Small Dollar Grant Award Terms and Conditions](#) as they are requirements of this Grant to which you as the Grantee agree to by accepting the Grant Funds.

If your grant is funded by Federal Funds, “Exhibit C” also applies. Please review “Exhibit C” as they are requirements of this Grant to which you as the Grantee agree to by accepting the Grant Funds.

## EXHIBIT A, GRANTEE PROJECT SCOPE

### I. Grantee Information:

- a. Grantee Name: **City of Fort Collins, Gardens on Spring Creek: a botanical garden.**
- b. Grantee Contact: **Hannah Krikorian; 970-416-2482; [hkrikorian@fcgov.com](mailto:hkrikorian@fcgov.com)**
- c. Internship Description: **Garden Internship, assisting with gardening tasks, customer service, assisting with education and outreach, record keeping and leading volunteer groups.**

### II. Personnel:

The State relied, in part, in the awarding of this grant upon the qualifications of the Grantee's Key Personnel.

- a. Key Personnel List  
The State considers the following positions, and the assigned Grantee Personnel, to be Key Personnel:
  - i. Grantee Personnel:
    - 1. Hannah Krikorian, primary point of contact**
    - 2. Mary Miller, intern supervisor, outreach coordinator and horticulturist**
- b. Replacement:  
Grantee shall immediately notify the State via email if any Key Personnel ceases to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its Key Personnel, it shall notify the State and seek its approval via email. Such approval is at the State's sole discretion, as the State issued this Grant in part reliance on Grantee's representations regarding Key Personnel. Such notice shall be in writing (via email) and specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime Key Personnel ceases to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as their replacements are approved. The State shall not compensate the Grantee at a higher rate for Replacement Key Personnel.
- c. **Any changes in Personnel may be adjusted by mutual written agreement of the Grantee and the State. Exclusively for the purposes of modifying Personnel in this SOW, email shall suffice as sufficient written documentation.**

- ### III. Project Focus:
- Quality internship opportunity supporting the Next Generation of Colorado Agriculturalists, with an education focus preparing interns for a career in one or more occupational areas including, but not limited to, agribusiness, animal husbandry, , crop productions, farm management, agronomy, natural resources, forestry, research and development, marketing and sales, food safety, and/or maintenance and repair of machinery and equipment.

### IV. Period of Performance:

- a. **Effective Date:** Effective upon issuance of an encumbrance document.
- b. **Project Completion Date:** Project must be fully implemented, no later than **8/4/24**.
  - i. The Grantee shall expend all awarded funds to support the cost of employing their intern(s) no later than six-months after the effective date of the grant encumbrance document and agree to provide proof of expenditure at the request of the Department.



**V. Schedule of Activities:**

a. Grantee shall perform the following as described in the Schedule of Activities table below:

Survey Schedule			
Activity	Due Date	Deliverables	
		Grantee	Intern
Mid-Internship Surveys	7/19/2024	<a href="#">Mid-Internship Survey</a>	<a href="#">Mid-Internship Survey</a>
Final Internship Surveys	8/9/2024	<a href="#">Final Internship Survey</a>	<a href="#">Final Internship Survey</a>
Invoice Schedule			
Activity	Due Date	Deliverables	
1st Invoice	7/26/2024	Invoice with supporting documentation	
2nd Invoice	8/16/2024 (Final)	Invoice with supporting documentation, Exhibit B completed	

**VI. Budget:**

- a. This Grant contains Federal funds.
- b. The Grantee shall manage the Grant project and funds.
- c. The Grantee shall only expend funds as identified in their application and indicated in the Budget Table.
- d. The grant is reimbursement only. Please fill out and include Exhibit B with your final request for reimbursement.
- e. Reimbursement for this Project is Not-to-Exceed the Total Maximum Amount shown in the Budget Table.

**VIII. Budget and Cost-Match Agreement:**

- a. CDA will reimburse Grantee up to 50% of the allowable reimbursable expenses of hiring an intern not to exceed \$5,000.00 per business, per intern. Up to 3 interns are allowed per business, per year.
  - i. Allowable expenses include Intern wages, Worker's Compensation, tuition reimbursement related to the intern receiving academic credit for the internship, safety trainings, protective gear/uniforms, mileage reimbursement, and overhead not to exceed 10% of total cost of internship.
  - ii. At least seventy-five (75) percent of the total reimbursement amount shall be paid to the intern.
- b. If early termination results from either the intern is hired by the Grantee, or the intern finds employment in a like industry, and the internship with Grantee is less than 50% completed, CDA will reimburse the Grantee for all the completed internship hours and expenses on a prorated basis according to the application budget.

<b>Budget Table</b>	
<b>Description</b>	<b>Amount</b>
Wages	\$3,150
Supplies	\$630
Administrative costs related to onboarding and training intern, capped at 10%	\$420
<b>Total Maximum Amount</b>	<b>\$4,200.00</b>

### EXHIBIT B, INTERNSHIP INFORMATION FORM

Grantee shall supply the entire cost of internship(s) using the form below to receive reimbursement. The form must be submitted to the CDA Project Manager (PM). All questions and concerns shall be directed to the CDA PM.

INTERNSHIP INFORMATION FORM		
Intern Name	Hours Per Week	Completion Date
Hours to Complete Internship	Hourly Rate	Total Intern Wages Requested

Budget Summary (Total Cost of Internship - Including Cost-Match)	
Item Description	Amount
Total Intern Wages Requested	
Other Costs	
Subtotal	
Overhead (Max. 10% of subtotal)	
Total Cost of Internship	
Total Reimbursement Amount	
Return to CDA: <a href="mailto:cda_awd@state.co.us">cda_awd@state.co.us</a>	

## EXHIBIT C, FEDERAL PROVISIONS

### 1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. 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.
  - 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 foreign public entity;
    - 2.1.2.3. a foreign organization;
    - 2.1.2.4. a non-profit organization;
    - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 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.
  - 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.
  - 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, 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 operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Prime 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 by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 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 <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
  - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

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” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

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. Grantee 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 Grantee 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. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee 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. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

### **5. TOTAL COMPENSATION.**

5.1. Grantee 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, Grantee 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. \$30,000,000 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. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee 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 Grantee'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 Prime 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. If Grantee is a Subrecipient, Grantee shall report as set forth below.
- 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient 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
  - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime 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.
- 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.

## 10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime 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 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

## 11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 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 Prime 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 \$750,000 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. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. 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 within 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.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee 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.

### 13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

#### **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 Grantee 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.
- 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, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. 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;
- 15.2.4. 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
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

Item 14.

# AGENDA ITEM SUMMARY

City Council



## STAFF

Kelley Vodden, Director of Compensation, Benefits, and Wellness

## SUBJECT

**Resolution 2024-072 Authorizing the Mayor to Execute City-sponsored 401(a) Restated Adoption Agreements.**

## EXECUTIVE SUMMARY

The purpose of this item is to authorize the Mayor to execute restated adoption agreements for City-sponsored 401(a) and Police 401(a) plans to designate a new Special Trustee.

## STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

## BACKGROUND / DISCUSSION

In 2020, the City previously established qualified 401(a) money purchase plans for eligible City employees, including City service area and unit directors and employees appointed by Council, Police employees in the collective bargaining unit and classified and unclassified management employees.

Effective June 1, 2020, the City entered into an administrative services agreement with nationwide Retirement Solutions, Inc., along with its affiliates and subsidiaries (collectively, "Nationwide"), to provide administrative, recordkeeping and custodial services for its City-sponsored retirement plans.

With and Nationwide's assistance, the City established the following 401(a) retirement plans (collectively, the "Plans"):

- The City of Fort Collins 401(a) Unclassified Management and Classified Employees' Plan
- The City of Fort Collins 401(a) Service Directors' and Council Employees' Plan
- The City of Fort Collins 401(a) Police Plan

Internal Revenue Service regulations require designation of a Special Trustee for City-sponsored and Police 401(a) plans. The Special Trustee is the individual responsible for collecting and remitting contributions to these Plans in a timely manner. Failure to designate a Special Trustee would otherwise establish a default designation as the individual at the City who has "ultimate responsibility" for the City as an employer.

The departure of our former designated Special Trustee from the City of Fort Collins requires the assignment of a new Special Trustee for the Plans.

Item 15.

Restating these plans is an administrative action and will have no financial impact on the City or on benefits provided to participating employees. The City's deadline to restate its plan documents is December 31, 2024.

**CITY FINANCIAL IMPACTS**

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None.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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None.

**PUBLIC OUTREACH**

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None.

**ATTACHMENTS**

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- 1. Resolution for Consideration
- 2. Exhibit to Resolution

RESOLUTION 2024-072  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE MAYOR TO EXECUTE CITY-SPONSORED  
401(a) RESTATED ADOPTION AGREEMENTS

A. In Resolution 2020-077, the City previously established qualified 401(a) money purchase plans for eligible City employees, including City service area and unit directors and employees appointed by the City Council, Police employees in the collective bargaining unit and classified and unclassified management employees.

B. Effective June 1, 2020, the City entered into an administrative services agreement with nationwide Retirement Solutions, Inc., along with its affiliates and subsidiaries (collectively, "Nationwide"), to provide administrative, recordkeeping and custodial services for its City-sponsored retirement plans.

C. With Resolution 2020-077 and Nationwide's assistance, the City established the following 401(a) retirement plans (collectively, the "Plans"):

- The City of Fort Collins 401(a) Unclassified Management and Classified Employees' Plan
- The City of Fort Collins 401(a) Service Directors' and Council Employees' Plan
- The City of Fort Collins 401(a) Police Plan

D. Internal Revenue Service regulations require designation of a Special Trustee for these Plans. The Special Trustee is the individual responsible for collecting and remitting contributions to these Plans in a timely manner. Failure to designate a Special Trustee would otherwise establish a default designation as the individual at the City who has "ultimate responsibility" for the City as an employer.

E. The departure of the former Special Trustee from the City of Fort Collins requires designation of a new Special Trustee for the Plans.

F. Adoption of restated plans to designate a new Special Trustee for these Plans is an administrative action that will have no financial impact on the City or on benefits provided to participating employees.

G. City staff has recommended approval and authorization to execute the amended adoption agreements prepared by Nationwide, which accurately comply with IRS rules and regulations applicable to 401(a) retirement plans.

H. The City's deadline to restate its plan documents for these Plans is December 31, 2024.

I. The City Council has determined that execution of the restated adoption agreements to designate a Special Trustee for these Plans is in the best interests of the

City, and that the Mayor should be authorized to execute the restated adoption agreements in support thereof.

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 Council authorizes the Mayor to execute on behalf of the City the restated Adoption Agreements for the City of Fort Collins Unclassified Management and Classified Employees' Plan, the City of Fort Collins Service Directors' and Council Employees' Plan, and the City of Fort Collins Police Plan, attached hereto as collective Exhibit "A."

Passed and adopted on June 4, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 4, 2024  
Approving Attorney: Aaron Guin



ADOPTION AGREEMENT FOR
NATIONWIDE FINANCIAL SERVICES, INC.
NON-STANDARDIZED
GOVERNMENTAL 401(a) PRE-APPROVED PLAN

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: City of Fort Collins

Address: 300 LaPorte Avenue

Street

Fort Collins Colorado 80521

City

State

Zip

Telephone: (970) 221-6535

Taxpayer Identification Number (TIN): 84-6000587

Employer's Fiscal Year ends: December 31

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. [ ] State government or state agency
b. [ ] County or county agency
c. [X] Municipality or municipal agency
d. [ ] Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?

- a. [ ] No
b. [X] Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. [X] No
d. [ ] Yes (Complete a Participation Agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

City of Fort Collins Unclassified Management and Classified Employees' Plan

5. PLAN STATUS

- a. [ ] New Plan
b. [X] Amendment and restatement of existing Plan
CYCLE 3 RESTATEMENT (leave blank if not applicable)
1. [ ] This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement) Initial Effective Date of Plan (except for restatements, cannot be earlier than the first day of the current Plan Year)

- a. December 1, 1974 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

**Restatement Effective Date.** If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. January 1, 2024 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.43) means, except as otherwise provided in d. below:

- a.  the calendar year
- b.  the twelve-month period ending on \_\_\_\_\_ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c.  N/A
- d.  beginning on \_\_\_\_\_ (enter month day, year; e.g., July 1, 2020) and ending on \_\_\_\_\_ (enter month day, year).

8. VALUATION DATE (Plan Section 1.53) means:

- a.  every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
- b.  the last day of each Plan Year
- c.  the last day of each Plan Year quarter
- d.  other (specify day or days): \_\_\_\_\_ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a.  Employer (use Employer address and telephone number)
- b.  The Committee appointed by the Employer (use Employer address and telephone number)
- c.  Other:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street

\_\_\_\_\_ City State Zip

Telephone: \_\_\_\_\_

10. TYPE OF PLAN (select one)

- a.  Profit Sharing Plan.
- b.  Money Purchase Pension Plan.

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a.  This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
  - 1.  All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at g. - j. (optional), skip questions 12-18 and 22-30)
  - 2.  All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

- 3.  as of \_\_\_\_\_ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b.  Employer contributions other than matching (Questions 24-25)
  - 1.  This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
- c.  Employer matching contributions (Questions 26-28)
- d.  Mandatory Employee contributions (Question 30)

- e.  After-tax voluntary Employee contributions
- f.  Rollover contributions (Question 36)

**PRIOR CONTRIBUTIONS**

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- g.  Employer matching contributions
- h.  Employer contributions other than matching contributions
- i.  Rollover contributions
- j.  After-tax voluntary Employee contributions

**ELIGIBILITY REQUIREMENTS**

12. ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)
- a.  No excluded Employees. There are no additional excluded Employees under the Plan (skip to Question 13).
  - b.  Exclusions. The following Employees are not Eligible Employees for Plan purposes (select one or more):
    - 1.  Union Employees (as defined in Plan Section 1.17)
    - 2.  Nonresident aliens (as defined in Plan Section 1.17)
    - 3.  Leased Employees (Plan Section 1.29)
    - 4.  Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than      Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
    - 5.  Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
    - 6.  Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
    - 7.  Other: See Addendum 1 (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)

**NOTE:** If option 4. - 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.

13. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)
- a.  No age and service required. No age and service required for all Contribution Types (skip to Question 14).
  - b.  Eligibility. An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

**Eligibility Requirements**

- c.  Age Requirement
  - 1.  No age requirement
  - 2.  Age 20 1/2
  - 3.  Age 21
  - 4.  Age      (may not exceed 26)
- d.  Service Requirement
  - 1.  No service requirement
  - 2.  six (6) (not to exceed 60) months of service (elapsed time)
  - 3.  1 Year of Service
  - 4.       (not to exceed 5) Years of Service
  - 5.       consecutive month period from the Eligible Employee's employment commencement date and during which at least      Hours of Service are completed.
  - 6.       consecutive months of employment.
  - 7.  Other:      (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

**NOTE:** If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

**NOTE:** Year of Service means Period of Service if the elapsed time method is chosen.

**Waiver of conditions.** The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e.  If employed on      the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
  - 1.  service requirement (may let part-time Eligible Employees into the Plan)
  - 2.  age requirement
  - 3.  waiver is for:

Amendment or restatement to change eligibility requirements

- f. [ ] This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
1. [ ] The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
2. [ ] The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a. [ ] date such requirements are met
b. [ ] first day of the month coinciding with or next following the date on which such requirements are met
c. [ ] first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
d. [ ] earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
e. [ ] first day of the Plan Year coinciding with or next following the date on which such requirements are met
f. [ ] first day of the Plan Year in which such requirements are met
g. [ ] first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
h. [X] other: First payroll after meeting Eligibility (must be definitely determinable)

SERVICE

15. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55)

- a. [X] No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
b. [ ] Service with the designated employers is recognized as follows (select c. - e. and one or more of columns 1. - 3.; chose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

Table with 4 columns: Other Employer, 1. Eligibility, 2. Vesting, 3. Contribution Allocation. Rows c, d, e for Employer name.

Limitations

- f. [ ] The following provisions or limitations apply with respect to the recognition of prior service:
g. [ ] The following provisions or limitations apply with respect to the recognition of service with other employers:

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

16. SERVICE CREDITING METHOD (Plan Sections 1.40 and 1.55)

NOTE: If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:

- 1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.

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- 3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
- 4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
- 5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.

a.  **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:

- 1.  all purposes (skip to Question 17)
- 2.  the following purposes (select one or more):
  - a.  eligibility to participate
  - b.  vesting
  - c.  allocations, distributions and contributions

b.  **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):

- 1.  **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
- 2.  **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
- 3.  **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
  - a.  all purposes
  - b.  the following purposes (select one or more):
    - 1.  eligibility to participate
    - 2.  vesting
    - 3.  allocations, distribution and contributions

Such method will apply to:

- c.  all Employees
- d.  Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
- e.  other: \_\_\_\_\_ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

- f.  days worked (10 hours per day)
- g.  weeks worked (45 hours per week)
- h.  semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
- i.  months worked (190 hours per month)
- j.  bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
- k.  other: \_\_\_\_\_ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).

4.  **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service for:

- a.  all purposes
- b.  the following purposes (select one or more):
  - 1.  eligibility to participate
  - 2.  vesting
  - 3.  allocations, distributions and contributions

c.  **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)

- 1.  all purposes
- 2.  the following purposes (select one or more):
  - a.  eligibility to participate
  - b.  vesting
  - c.  sharing in allocations or contributions

- d.  **Other service crediting provisions:** \_\_\_\_\_ (must be definitely determinable: e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.)

NOTE: Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for:

- 1.  All purposes
- 2.  The following purposes (select one or more):
  - a.  eligibility to participate
  - b.  vesting
  - c.  allocations, distributions and contributions

**VESTING**

- 17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
  - a.  N/A (no Employer contributions; skip to Question 19)
  - b.  The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

**Vesting for Employer contributions other than matching contributions**

- c.  N/A (no Employer contributions (other than matching contributions); skip to f.)
- d.  100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
  - 1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  - 2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  - 3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  - 4.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years
  - 5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**Vesting for Employer matching contributions**

- f.  N/A (no Employer matching contributions)
- g.  The schedule above will also apply to Employer matching contributions.
- h.  100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
  - 1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  - 2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  - 3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  - 4.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years
  - 5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

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Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

NOTE: If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

18. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a.  Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b.  Service prior to the computation period in which an Employee has attained age \_\_\_\_\_.
- c.  Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early/Normal Retirement. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d.  Death
- e.  Total and Permanent Disability
- f.  Early Retirement Date
- g.  Normal Retirement Age

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.33) means: 19

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a.  Specific age. The date a Participant attains age 55
- b.  Age/participation. The later of the date a Participant attains age \_\_\_\_\_ or the \_\_\_\_\_ anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c.  Other: \_\_\_\_\_ (must be definitely determinable)

NOTE: If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

Qualified public safety employees. Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d.  Age \_\_\_\_\_ (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

20. NORMAL RETIREMENT DATE (Plan Section 1.34) means, with respect to any Participant, the:

- a.  date on which the Participant attains "NRA"
- b.  first day of the month coinciding with or next following the Participant's "NRA"
- c.  first day of the month nearest the Participant's "NRA"
- d.  Anniversary Date coinciding with or next following the Participant's "NRA"
- e.  Anniversary Date nearest the Participant's "NRA"
- f.  Other: \_\_\_\_\_ (e.g., first day of the month following the Participant's "NRA").

- 21. EARLY RETIREMENT DATE (Plan Section 1.15)
  - a.  N/A (no early retirement provision provided)
  - b.  Early Retirement Date means the:
    - 1.  date on which a Participant satisfies the early retirement requirements
    - 2.  first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
    - 3.  Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
  - Early retirement requirements**
  - 4.  Participant attains age \_\_\_\_\_ AND, completes.... (leave blank if not applicable)
    - a.  at least \_\_\_\_\_ Years (or Periods) of Service for vesting purposes
    - b.  at least \_\_\_\_\_ Years (or Periods) of Service for eligibility purposes
  - c.  Early Retirement Date means: \_\_\_\_\_ (must be definitely determinable)

**COMPENSATION**

- 22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

**Base definition**

- a.  Wages, tips and other compensation on Form W-2
- b.  Code §3401(a) wages (wages for withholding purposes)
- c.  415 safe harbor compensation

**NOTE:** Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

**Determination period.** Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d.  the Plan Year
- e.  the Fiscal Year coinciding with or ending within the Plan Year
- f.  the calendar year coinciding with or ending within the Plan Year

**Adjustments to Compensation** (for Plan Section 1.10). Compensation will be adjusted by:

- g.  **No adjustments** (skip to Question 23. below)
- h.  **Adjustments.** Compensation will be adjusted by (select all that apply):
  - 1.  excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
  - 2.  excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
  - 3.  excluding Compensation paid during the "determination period" while not a Participant in the Plan.
  - 4.  excluding Military Differential Pay
  - 5.  excluding overtime
  - 6.  excluding bonuses
  - 7.  other: \_\_\_\_\_ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

- 23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

**415 Compensation (post-severance compensation adjustments)** (select all that apply at a.; leave blank if none apply)

**NOTE:** Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a.  The defaults listed above apply except for the following (select one or more):
  - 1.  Leave cash-outs will be **excluded**
  - 2.  Nonqualified unfunded deferred compensation will be **excluded**
  - 3.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: 12 months
  - 4.  Other: \_\_\_\_\_ (must be definitely determinable)

**Plan Compensation (post-severance compensation adjustments)**

- b.  **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c.  **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d.  **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
  - 1.  Exclude all post-severance compensation



- 2.  Regular pay will be **excluded**
  - 3.  Leave cash-outs will be **excluded**
  - 4.  Nonqualified unfunded deferred compensation will be **excluded**
  - 5.  Military Differential Pay will be **included**
  - 6.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- e.  Other: \_\_\_\_\_ (must be definitely determinable)

**CONTRIBUTIONS AND ALLOCATIONS**

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a.  **Discretionary contribution (no groups).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b.  **Discretionary contribution (Grouping method).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
  - 1.  Each Participant constitutes a separate classification.
  - 2.  Participants will be divided into the following classifications with the allocation methods indicated under each classification.

**Definition of classifications.** Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of \_\_\_\_\_  
The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification B will consist of \_\_\_\_\_  
The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification C will consist of \_\_\_\_\_  
The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification D will consist of \_\_\_\_\_  
The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Additional Classifications: \_\_\_\_\_ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

**NOTE:** If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

**Determination of applicable group.** If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a.  Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
  - b.  Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
  - c.  Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
  - d.  One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- c.  **Fixed contribution equal to (only select one):**
- 1.  \_\_\_\_\_% of each Participant's Compensation for each:
    - a.  Plan Year
    - b.  calendar quarter
    - c.  month

- d.  pay period
  - e.  week
  - 2.  \$\_\_\_\_\_ per Participant.
  - 3.  \$\_\_\_\_\_ per Hour of Service worked while an Eligible Employee
    - a.  up to \_\_\_\_\_ hours (leave blank if no limit)
  - 4.  other: See Addendum 1 (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) NOTE: Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).
- d.  **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

- 1.  Sick leave
- 2.  Vacation leave

**Eligible Employees.** Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

- 3.  **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
    - a.  The Former Employee must be at least age \_\_\_\_\_ (e.g., 55)
    - b.  The value of the sick and/or vacation leave must be at least \$\_\_\_\_\_ (e.g., \$2,000)
    - c.  A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
    - d.  A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
  - 4.  **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
    - a.  The Employee must be at least age \_\_\_\_\_ (e.g., 55)
    - b.  The value of the sick and/or vacation leave must be at least \$\_\_\_\_\_ (e.g., \$2,000)
    - c.  A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
    - d.  A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
- e.  **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11 b. i. has also been selected)  
**AND,** only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)
- 1.  Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than \_\_\_\_\_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
  - 2.  Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
  - 3.  Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
  - 4.  Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
  - 5.  Other: \_\_\_\_\_ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a.  the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b.  the Employer only
- c.  both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute \_\_\_\_\_% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.

- f.  Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). NOTE: Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A: contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

- a.  No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

- b.  Allocation conditions apply (select one of 1. - 5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year

- 1.  A Participant must complete at least \_\_\_\_\_ (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least \_\_\_\_\_ (not to exceed 3) months of service if the elapsed time method is selected).
- 2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 3.  Participants will NOT share in the allocations, regardless of service.
- 4.  Participants will share in the allocations, regardless of service.
- 5.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

Conditions for Participants employed on the last day of the Plan Year

- 6.  No service requirement.
- 7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8.  A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.
- 9.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c.  Death
- d.  Total and Permanent Disability
- e.  Termination of employment on or after Normal Retirement Age
  - 1.  or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

A. Employee contributions taken into account. For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):

- a.  Elective deferrals to a 457 plan. Enter Plan name(s): \_\_\_\_\_
- b.  Elective deferrals to a 403(b) plan. Enter Plan name(s): \_\_\_\_\_
- c.  Voluntary Employee Contributions
- d.  Other: \_\_\_\_\_ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

B. Matching Formula. (select one)

- e.  Fixed - uniform rate/amount. The Employer will make matching contributions equal to \_\_\_\_\_% (e.g., 50) of the Participant's "matched Employee contributions"
  - 1.  that do not exceed \_\_\_\_\_% of a Participant's Compensation (leave blank if no limit) Additional matching contribution (choose 2. if applicable):
  - 2.  plus an additional matching contribution of a discretionary percentage determined by the Employer.
    - a.  but not to exceed \_\_\_\_\_% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

- f.  **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- g.  **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

- 1.  vesting purposes
- 2.  eligibility purposes

- h.  **Flexible Discretionary Match.** (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)

- 1.  **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

- i.  **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the

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amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

j. [ ] Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. NOTE: Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A: contributions to other Employees will be allocated as a tiered contribution.)

27. MATCHING CONTRIBUTION PROVISIONS

A. Maximum matching contribution. The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:

- a. [ ] N/A (no Plan specific limit on the amount of matching contribution)
- b. [ ] \$\_\_\_\_\_.
- c. [ ] \_\_\_\_\_% of Compensation.

B. Period of determination. Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):

- d. [ ] the Plan Year (potential annual true-up required)
- e. [ ] each payroll period (no true-up)
- f. [ ] each month (potential monthly true-up required)
- g. [ ] each Plan Year quarter (potential quarterly true-up required)
- h. [ ] each payroll unit (e.g., hour) (no true-up)
- i. [ ] Other (specify): \_\_\_\_\_ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

28. ALLOCATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.

- a. [ ] No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b. [ ] Allocation conditions apply (select one of 1. - 5. AND one of 6. - 9. below)  
**Conditions for Participants NOT employed on the last day of the Plan Year.**
  - 1. [ ] A Participant must complete more than \_\_\_\_\_ Hours of Service (or \_\_\_\_\_ months of service if the elapsed time method is selected).
  - 2. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
  - 3. [ ] Participants will NOT share in the allocations, regardless of service.
  - 4. [ ] Participants will share in the allocations, regardless of service.
  - 5. [ ] Other: \_\_\_\_\_ (must be definitely determinable)

**Conditions for Participants employed on the last day of the Plan Year**

- 6. [ ] No service requirement.
- 7. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8. [ ] A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.
- 9. [ ] Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. [ ] Death
- d. [ ] Total and Permanent Disability
- e. [ ] Termination of employment on or after Normal Retirement Age
  - 1. [ ] or Early Retirement Date

Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f.  The Plan Year quarter.
- g.  Payroll period.
- h.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES (Plan Sections 1.21 and 4.3(e))

Timing of Forfeitures. Except as provided in Plan Section 1.21, a Forfeiture will occur:

- a.  N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b.  As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c.  As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
- d.  As soon as reasonably practical after the date the Participant severs employment.

Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e.  added to the Employer contribution and allocated in the same manner
- f.  used to reduce any Employer contribution
- g.  allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- h.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

Type of mandatory Employee Contribution. The mandatory Employee contribution is being made in accordance with the following: (select one)

- a.  The mandatory Employee contribution is a condition of employment.
- b.  The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

Amount of mandatory Employee Contribution (select one)

- c.  An Eligible Employee must contribute to the Plan the amount(s) defined in Addendum 1 as a % (not to exceed 25%) of Compensation.
- d.  An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from \_\_\_\_\_% (not less than 1%) to \_\_\_\_\_% (not to exceed 25%) of Compensation.

Conditions of Mandatory Employee Contributions

- e.  Additional provisions and conditions: \_\_\_\_\_ (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

Employer pick-up contribution. The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

- f.  The mandatory Employee contribution is not "picked-up" by the Employer.

DISTRIBUTIONS

31. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a.  lump-sums
- b.  substantially equal installments
- c.  partial withdrawals, provided the minimum withdrawal is \$\_\_\_\_\_ (leave blank if no minimum)
- d.  partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
  - 1.  Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
  - 2.  Other: \_\_\_\_\_ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)

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- e.  annuity: \_\_\_\_\_ (describe the form of annuity or annuities)
- f.  other: Any other sequence as requested by the Participant (must be definitely determinable and not subject to Employer discretion)

**NOTE:** Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

**Cash or property.** Distributions may be made in:

- g.  cash only, except for (select all that apply; leave blank if none apply):
  - 1.  insurance Contracts
  - 2.  annuity Contracts
  - 3.  Participant loans
  - 4.  all investments in an open brokerage window or similar arrangement
- h.  cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
  - 1.  Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan (must be definitely determinable and not subject to Employer discretion)

**Joint and Survivor Annuity provisions.** (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

- i.  **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
- j.  **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.

AND, if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1.  The one-year marriage rule applies.

**Spousal consent requirements.** Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

- k.  **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).
- l.  **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

AND, if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1.  The one-year marriage rule applies.

32. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

**A. Accounts in excess of \$5,000**

- a.  Distributions may be made as soon as administratively feasible following severance of employment.
- b.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d.  Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e.  Distributions may be made as soon as administratively feasible after \_\_\_\_\_ months have elapsed following severance of employment.
- f.  No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**B. Accounts of \$5,000 or less**

- h.  Same as above
- i.  Distributions may be made as soon as administratively feasible following severance of employment.
- j.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

- C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):

l.  Other: \_\_\_\_\_ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

- D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

**NOTE:** The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

- m.  No, Participant consent is required for all distributions.  
 n.  Yes, Participant consent is required only if the distribution is over:
1.  \$5,000
  2.  \$1,000
  3.  \$\_\_\_\_\_ (less than \$1,000)

**NOTE:** If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

**Automatic IRA rollover.** With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

4.  If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$\_\_\_\_\_ (e.g., \$200).

- E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be included in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.

o.  Exclude rollovers (rollover contributions will be excluded in determining the \$5,000 threshold)

**NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

33. **DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))**

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a.  be made pursuant to the election of the Participant or "designated Beneficiary"
- b.  begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
- c.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries
- d.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

**NOTE:** The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. **OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)**

A. **IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)**

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a.  In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):
  1.  Age. The Participant has reached: (select one)
    - a.  Normal Retirement Age
    - b.  age 62
    - c.  age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
    - d.  age 70 1/2 (may not be less than age 62 for Money Purchase Pension Plans)
  2.  the Participant has been a Participant in the Plan for at least \_\_\_\_\_ years (may not be less than five (5))
  3.  the amounts being distributed have accumulated in the Plan for at least 2 years
  4.  other: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. - a.3. or a Participant's disability.)

**More than one condition.** If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

5.  A Participant must satisfy each condition

**NOTE:** Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.



**Account restrictions.** In-service distributions are permitted from the following Participant Accounts:

- b.  all Accounts
- c.  only from the following Accounts (select one or more):
  - 1.  Account attributable to Employer matching contributions
  - 2.  Account attributable to Employer contributions other than matching contributions
  - 3.  Rollover Account
  - 4.  Transfer Account
 Permitted from the following assets attributable to (select one or both):
  - a.  non-pension assets
  - b.  pension assets (e.g., from a Money Purchase Pension Plan)
- 5.  Mandatory Employee Contribution Account
- 6.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

**Limitations.** The following limitations apply to in-service distributions:

- d.  N/A (no additional limitations)
- e.  Additional limitations (select one or more):
  - 1.  The minimum amount of a distribution is \$\_\_\_\_\_.
  - 2.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - 3.  Distributions may only be made from Accounts which are fully Vested.
  - 4.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

**B. HARDSHIP DISTRIBUTIONS (Plan Sections 6.12)** (may not be selected if this is a Money Purchase Pension Plan) Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f.  Hardship distributions are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Account attributable to Employer matching contributions
    - b.  Account attributable to Employer contributions other than matching contributions
    - c.  Rollover Account (if not available at any time under Question 36)
    - d.  Transfer Account (other than amounts attributable to a money purchase pension plan)
    - e.  Mandatory Employee Contribution Account
    - f.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**NOTE:** Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a Money Purchase Pension Plan).

**Additional limitations.** The following limitations apply to hardship distributions:

- 3.  N/A (no additional limitations)
- 4.  Additional limitations (select one or more):
  - a.  The minimum amount of a distribution is \$\_\_\_\_\_.
  - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - c.  Distributions may only be made from Accounts which are fully Vested.
  - d.  A Participant does not include a Former Employee at the time of the hardship distribution.
  - e.  Hardship distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

**Beneficiary Hardship.** Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

- 5.  Hardship distributions for expenses of Beneficiaries are allowed  
**Special effective date** (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)
  - a.  effective as of \_\_\_\_\_
  - b.  eliminated effective as of \_\_\_\_\_

MISCELLANEOUS

35. LOANS TO PARTICIPANTS (Plan Section 7.4)

- a.  New loans are NOT permitted.
- b.  New loans are permitted.

NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.

36. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)

**Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

- a.  Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
- b.  Participants who are Former Employees

**Distributions.** When may distributions be made from a Participant's Rollover Account?

- c.  At any time
- d.  Only when the Participant is otherwise entitled to any distribution under the Plan

37. HEART ACT (Plan Section 4.11) (select one or more)

- a.  **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
- b.  **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.

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**Reliance on Provider Opinion Letter.** The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(1)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code§415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as Nationwide Financial Services, Inc. Non-Standardized Governmental 401(a) Pre-Approved Plan #001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) \_\_\_\_\_ effective \_\_\_\_\_, by substitute Adoption Agreement page number(s) \_\_\_\_\_. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (*Note: The Effective Date may be retroactive or may be prospective.*)

The Provider, Nationwide Financial Services, Inc. will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Nationwide Financial Services, Inc. no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Name: Nationwide Retirement Solutions

Address: P.O. Box 182797  
Columbus Ohio 43218

Telephone Number: (877) 496-1630

Email address (optional): \_\_\_\_\_

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: City of Fort Collins

By: \_\_\_\_\_ DATE SIGNED \_\_\_\_\_

APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A. Special effective dates (leave blank if not applicable):

- a. [ ] Special effective date(s): ... For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions.

B. Other permitted elections (the following elections are optional):

- a. [ ] No other permitted elections

The following elections apply (select one or more):

- b. [ ] Deemed 125 compensation (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
c. [X] Break-in-Service Rules. The following Break-in-Service rules apply to the Plan.(select 1. or 2.)
1. [ ] Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions) (Plan Section 3.5(e)).
2. [X] Break-in-Service rules for rehired Employees. The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)
d. [X] Beneficiary if no beneficiary elected by Participant (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used:
e. [ ] Joint and Survivor Annuity/Pre-Retirement Survivor Annuity. If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below
f. [ ] Limitation Year (Plan Section 1.30). The Limitation Year for Code §415 purposes will be ... (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
g. [ ] 415 Limits when 2 defined contribution plans are maintained (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
h. [ ] Recognition of Service with other employers (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

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	Eligibility	Vesting	Contribution Allocation
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
6. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

**Limitations**

7.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_  
 (e.g., credit service with X only on/following 1/1/19)

- i.  **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1.  **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: \_\_\_\_\_ (must be definitely determinable and satisfy the parameters set forth at Question 17)
  2.  **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.):

**Applicable Participants.** The vesting schedules in Question 17 only apply to:

- a.  Participants who are Employees as of \_\_\_\_\_ (enter date).
- b.  Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).
- c.  Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date).
- d.  Other: \_\_\_\_\_ (e.g., Participants in division A. Must be definitely determinable.)

j.  **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

**NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:

1.  April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2.  April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
  - a.  A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of \_\_\_\_\_ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
    1.  N/A (annuity distributions are not permitted)
    2.  Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
    3.  Upon the recommencement of distributions, a new Annuity Starting Date is created.
  - b.  A Participant who had not begun receiving required minimum distributions as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
    1.  The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

- k.  **Other spousal provisions** (select one or more)
  - 1.  **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: \_\_\_\_\_
  - 2.  **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
  - 3.  **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- l.  **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: \_\_\_\_\_
- m.  **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: A physical or mental impairment which is of such permanence and degree that, as determined by the Employer, a participant is unable because of such impairment to perform any substantial gainful activity for which he/she is suited by virtue of his/her experience, training, or education and that has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months, or can be expected to result in death. The permanence and degree of such impairment shall be supported by medical evidence. If the Employer maintains a long-term disability plan, the definition of Total and Permanent Disability shall be the same as the definition of disability in the long-term disability plan (must be definitely determinable).
- n.  **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): \_\_\_\_\_
- o.  **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
  - 1.  The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
  - 2.  The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: \_\_\_\_\_ (specify which provisions apply and/or modified)
- p.  **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)  
 In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)  
**Limitations.** The following limitations apply to these in-service distributions:
  - 1.  The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
  - 2.  N/A (no limitations)
  - 3.  The following elections apply to in-service distributions at age 62 (select one or more):
    - a.  The minimum amount of a distribution is \$\_\_\_\_\_ (may not exceed \$1,000).
    - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
    - c.  Distributions may only be made from Accounts which are fully Vested.
    - d.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must be definitely determinable and not subject to discretion).
- q.  **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant’s Account has been invested.

ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A. Loan Limitations. (complete only if loans to Participants are permitted; leave blank if none apply)

- a.  Limitations (select one or more):
    - 1.  Loans will be treated as Participant directed investments.
    - 2.  Loans will only be made for hardship or financial necessity as specified below (select a. or b.)
      - a.  hardship reasons specified in Plan Section 6.12
      - b.  financial necessity (as defined in the loan program).
    - 3.  The minimum loan will be \$ 1,000.
    - 4.  A Participant may only have one (1) (e.g., one (1)) loan(s) outstanding at any time.
    - 5.  All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
    - 6.  The home loan term will be \_\_\_\_\_ years. (if not selected, the Administrator establishes the term for repayment of a home loan)
    - 7.  **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
      - a.  Account(s) attributable to Employer matching contributions
      - b.  Account attributable to Employer contributions other than matching contributions
      - c.  Rollover Account
      - d.  Transfer Account
      - e.  Other: \_\_\_\_\_
- AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
- f.  by determining the limits by only considering the restricted accounts.
  - g.  by determining the limits taking into account a Participant's entire interest in the Plan.

Additional Loan Provisions (select all that apply; leave blank if none apply)

- b.  **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
  - 1.  payroll deduction
  - 2.  ACH (Automated Clearing House)
  - 3.  check
    - a.  Only for prepayment
- c.  **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
  - 1.  .5 percentage points over the prime interest rate
  - 2.  \_\_\_\_\_%
  - 3.  the Administrator establishes the rate at the time the loan is made
- d.  **Refinancing.** Loan refinancing is allowed.

B. Life Insurance. (Plan Section 7.5)

- a.  Life insurance may not be purchased.
- b.  Life insurance may be purchased...
  - 1.  at the option of the Administrator
  - 2.  at the option of the Participant

Limitations

- 3.  N/A (no limitations)
- 4.  The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
  - a.  Each initial Contract will have a minimum face amount of \$\_\_\_\_\_.
  - b.  Each additional Contract will have a minimum face amount of \$\_\_\_\_\_.
  - c.  The Participant has completed \_\_\_\_\_ Years (or Periods) of Service.
  - d.  The Participant has completed \_\_\_\_\_ Years (or Periods) of Service while a Participant in the Plan.
  - e.  The Participant is under age \_\_\_\_\_ on the Contract issue date.
  - f.  The maximum amount of all Contracts on behalf of a Participant may not exceed \$\_\_\_\_\_.
  - g.  The maximum face amount of any life insurance Contract will be \$\_\_\_\_\_.

C. Plan Expenses. Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a.  No
- b.  Yes

Use of Forfeitures

Forfeitures of Employer contributions other than matching contributions will be:

- c.  added to the Employer contribution and allocated in the same manner
- d.  used to reduce any Employer contribution
- e.  allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- f.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

Forfeitures of Employer matching contributions will be:

- g.  N/A. Same as above or no Employer matching contributions.
- h.  used to reduce the Employer matching contribution.
- i.  used to reduce any Employer contribution.
- j.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

D. Directed investments

- a.  Participant directed investments are NOT permitted.
- b.  Participant directed investments are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Account attributable to Employer contributions
    - b.  Rollover Account
    - c.  Transfer Account
    - d.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

E. Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a.  No. Administrator determines in operation which sources will be accepted.
- b.  Yes

Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)

- 1.  Direct Rollovers. The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
  - a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
  - b.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
  - c.  a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
  - d.  a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
  - e.  a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
  - f.  a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
  - g.  a plan described in Code §457(b) (eligible deferred compensation plan)

Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h.  The Plan will accept a direct rollover of a Participant loan
- i.  The Plan will only accept a direct rollover of a Participant loan only in the following situation(s): \_\_\_\_\_ (e.g., only from Participants who were employees of an acquired organization).

- 2.  Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer). The Plan will accept a contribution of an eligible rollover distribution (select one or more):
  - a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
  - b.  a plan described in Code §403(a) (an annuity plan)
  - c.  a plan described in Code §403(b) (a tax-sheltered annuity)
  - d.  a governmental plan described in Code §457(b) (eligible deferred compensation plan)
- 3.  Participant Rollover Contributions from IRAs: The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

F. Trustee(s) or Insurer(s). Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(Note: Select a. if not using provided trust. MUST select b and following questions as applicable):

- a.  Do not produce the trust agreement



b. [X] Complete the following UNLESS not selecting supporting forms:

Trustee/Insurer (select a. OR one or more of d. - e.)

c. [ ] Insurer. This Plan is funded exclusively with Contracts (select one or more of 1. - 4)

Name of Insurer(s)

- 1. [ ] \_\_\_\_\_
- 2. [ ] \_\_\_\_\_
- 3. [ ] Use Employer address/telephone number/email
- 4. [ ] Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

d. [ ] Individual Trustee(s)

e. [X] Corporate Trustee

Name of Trust

f. Specify name of Trust (required for FIS trust): City of Fort Collins Unclassified Management and Classified Employees' Plan

Individual Trustees (if d. selected above, complete g. - j.)

Directed/Discretionary Trustees. The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

g. [ ] Select for each individual Trustee (skip to next question)

h. [ ] The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)

- 1. [ ] A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)
- 2. [ ] A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)
- 3. [ ] The individual Trustee(s) will serve as a discretionary Trustee over the following assets: \_\_\_\_\_ (may not be selected with 1. or 2.)
- 4. [ ] The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets: \_\_\_\_\_ (may not be selected with 1. or 2.)

Individual Trustee(s) (complete if d. selected above)

i. [ ] Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

a. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

b. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

c. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)

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- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

d. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

e. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

f. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

g. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \*03t0 (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

h. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

i. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

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- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

j. Name \_\_\_\_\_  
 Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above: select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

j.  Individual Trustee Address (complete if d. selected above)

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

Corporate Trustee Name/Type/Address (complete if e. selected above)

k.  Name Nationwide Trust Company, FSB

Address/telephone number/email

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: 10 West Nationwide Blvd.
  - b. City: Columbus
  - c. State: Ohio
  - d. Zip: 43215
  - e. Telephone: (877) 496-1630
  - f. Email: \*03qT

Directed/Discretionary. The Corporate Trustee is (select 3. - 6. as applicable)

- 3.  A discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
- 4.  A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)
- 5.  A discretionary Trustee over the following plan assets over the following assets: \_\_\_\_\_ (may not be selected with 3. – 4.)
- 6.  A nondiscretionary (directed) Trustee over the following plan assets \_\_\_\_\_ (may not be selected with 3. – 4.)

Signee (optional):

- 7.  Name of person signing on behalf of the corporate Trustee \_\_\_\_\_
- 8.  Email address of person signing on behalf of the corporate Trustee \_\_\_\_\_

Special Trustee for collection of contributions. The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (optional)

l.  Name Randy Bailey

Title:  
 1. Director, Accounting

Address/telephone number/email

- 2.  Use Employer address/telephone number/email
- 3.  Use following address/telephone number/email
  - a. Street: 215 N Mason St
  - b. City: Fort Collins
  - c. State: Colorado
  - d. Zip: 80524
  - e. Telephone: (970) 416-4354
  - f. Email: rbailey@fcgov.com

Custodian(s) Name/Address. The Custodian(s) are (optional)

m.  Name(s) \_\_\_\_\_

**Address/telephone number/email**

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Investment in common, collective or pooled trust funds.** The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: *(optional)*

- n.  \_\_\_\_\_ (Specify the names of one or more trust funds in which the Plan can invest)

**Choice of law**

- o.  This trust will be governed by the laws of the state of:
  - 1.  State in which the Employer's principal office is located
  - 2.  State in which the corporate trustee or insurer is located
  - 3.  Other \_\_\_\_\_

**City of Fort Collins Unclassified Management and Classified Employees' Plan  
Addendum 1**

Nationwide-Sponsored Non-Standardized Governmental Defined Contribution Pre-Approved Plan

**The following provisions are incorporated into Question 12 of the Adoption Agreement as of September 18, 2020:**

Section 12(b)(7) – Eligible Employees shall be updated to reflect the following:

An Eligible Employee for Plan Purposes shall mean any person employed in the following Eligible Groups:

- Unclassified Managers who elected to remain in the General Employees' Retirement Plan (GERP) on January 1, 2011
- Unclassified Managers who elected to freeze their benefits in GERP on January 1, 2011
- Unclassified Managers hired after January 1, 1999 but before April 1, 2007 not participating in GERP
- Unclassified Managers hired on or after April 1, 2007
- Director of Administrative Services of Poudre Fire Authority hired before June 1, 2020
- Unclassified Managers hired on or before January 1, 1999 not participating in GERP
- Classified City Employees (except Community Service Officers) hired on or after January 1, 1999 but prior to April 1, 2007 not participating GERP
- Community Service Officers
- Classified City Employees (except Community Service Officers) hired before April 1, 2007 not participating in GERP
- Classified City Employees (except Community Service Officers) participating in GERP and the Money Purchase Plan
- Classified City Employees (except Community Service Officers) participating GERP and not in the Money Purchase Plan
- Classified City Employees hired on or after April 1, 2007 participating in the Money Purchase Plan
- Classified PFA Employees not participating in GERP and participating in the Money Purchase Plan for PFA

**The following provisions are incorporated into Question 24 of the Adoption Agreement as of September 18, 2020:**

Section 24(a)(4) – Fixed Employer Contribution (Other than Matching Contributions) shall be updated to reflect the following:

The Employer will make the following contributions contributed on a bi-weekly basis for:

- Unclassified Managers who elected to freeze their benefits in GERP on January 1, 2011: 7.5% of Compensation
- Unclassified Managers hired after January 1, 1999 but before April 1, 2007 not participating in GERP: 7.5% of Compensation
- Unclassified Managers hired on or after April 1, 2007: 6.5% of Compensation
- Director of Administrative Services of Poudre Fire Authority hired before June 1, 2020: 7.5% of Compensation
- Unclassified Managers hired on or before January 1, 1999 not participating in GERP: 3% of Compensation
- Classified City Employees (except Community Service Officers) hired on or after January 1, 1999 but prior to April 1, 2007 not participating GERP: 7.5% of Compensation
- Community Service Officers: 8% of Compensation
- Classified City Employees (except Community Service Officers) hired before April 1, 2007 not participating in GERP: 4.5% of Compensation
- Classified City Employees hired on or after April 1, 2007 participating in the Money Purchase Plan: 6.5% of Compensation
- Classified PFA Employees not participating in GERP and participating in the Money Purchase Plan for PFA: 7.5% of Compensation

The following Employee Groups will not receive an allocation of Employer Contributions:

- Unclassified Managers who elected to remain in the General Employees' Retirement Plan (GERP) on January 1, 2011
- Classified City Employees (except Community Service Officers) participating in GERP and the Money Purchase Plan
- Classified City Employees (except Community Service Officers) participating GERP and not in the Money Purchase Plan

**The following provisions are incorporated into Question 30 of the Adoption Agreement as of September 18, 2020:**

Section 30(c) – Amounts of Mandatory Employee Contributions shall be updated to reflect the following:

The following Eligible Employees must contribute 6% of their Compensation on a bi-weekly basis to the Plan:

- Unclassified Managers who elected to remain in the General Employees' Retirement Plan (GERP) on January 1, 2011
- Unclassified Managers who elected to freeze their benefits in GERP on January 1, 2011
- Unclassified Managers hired after January 1, 1999 but before April 1, 2007 not participating in GERP
- Unclassified Managers hired on or after April 1, 2007
- Director of Administrative Services of Poudre Fire Authority hired before June 1, 2020

**Non-Standardized Governmental 401(a)**

- Unclassified Managers hired on or before January 1, 1999 not participating in GERP

The following Eligible Employees must contribute 3% of Compensation on a bi-weekly basis to the Plan:

- Classified City Employees (except Community Service Officers) hired on or after January 1, 1999 but prior to April 1, 2007 not participating GERP
- Community Service Officers
- Classified City Employees (except Community Service Officers) participating in GERP and the Money Purchase Plan
- Classified City Employees hired on or after April 1, 2007 participating in the Money Purchase Plan
- Classified PFA Employees not participating in GERP and participating in the Money Purchase Plan for PFA

The following Employee Groups are not required to contribute:

- Classified City Employees (except Community Service Officers) hired before April 1, 2007 not participating in GERP
- Classified City Employees (except Community Service Officers) participating GERP and not in the Money Purchase Plan

ACCEPTANCE OF SPECIAL TRUSTEE

I, the undersigned, accept the appointment as Special Trustee of the City of Fort Collins Unclassified Management and Classified Employees' Plan (Plan), and agree to all of the obligations, responsibilities and duties imposed upon the Special Trustee under the Plan and Trust. The sole responsibility of the Special Trustee is to collect contributions owed to the Plan. No other Trustee has the responsibility to collect contributions owed to the Plan.

Randy Bailey  
Director, Accounting



\_\_\_\_\_  
SPECIAL TRUSTEE

5/22/2024

\_\_\_\_\_  
DATE SIGNED

ADOPTION AGREEMENT FOR
NATIONWIDE FINANCIAL SERVICES, INC.
NON-STANDARDIZED
GOVERNMENTAL 401(a) PRE-APPROVED PLAN

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: City of Fort Collins
Address: 300 LaPorte Avenue Street
Fort Collins City Colorado State 80521 Zip
Telephone: (970) 221-6535
Taxpayer Identification Number (TIN): 84-6000587
Employer's Fiscal Year ends: December 31

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. [ ] State government or state agency
b. [ ] County or county agency
c. [X] Municipality or municipal agency
d. [ ] Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?

- a. [X] No
b. [ ] Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. [X] No
d. [ ] Yes (Complete a Participation Agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

City of Fort Collins Service Directors' and Council Employees' Plan

5. PLAN STATUS

- a. [ ] New Plan
b. [X] Amendment and restatement of existing Plan
CYCLE 3 RESTATEMENT (leave blank if not applicable)
1. [ ] This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement) Initial Effective Date of Plan (except for restatements, cannot be earlier than the first day of the current Plan Year)

- a. December 1, 1974 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)



**Restatement Effective Date.** If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. January 1, 2024 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.43) means, except as otherwise provided in d. below:

- a.  the calendar year
- b.  the twelve-month period ending on \_\_\_\_\_ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c.  N/A
- d.  beginning on \_\_\_\_\_ (enter month day, year: e.g., July 1, 2020) and ending on \_\_\_\_\_ (enter month day, year).

8. VALUATION DATE (Plan Section 1.53) means:

- a.  every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
- b.  the last day of each Plan Year
- c.  the last day of each Plan Year quarter
- d.  other (specify day or days): \_\_\_\_\_ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a.  Employer (use Employer address and telephone number)
- b.  The Committee appointed by the Employer (use Employer address and telephone number)
- c.  Other:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street

City

State

Zip

Telephone: \_\_\_\_\_

10. TYPE OF PLAN (select one)

- a.  Profit Sharing Plan.
- b.  Money Purchase Pension Plan.

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a.  This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
  - 1.  All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at g. - j. (optional), skip questions 12-18 and 22-30)
  - 2.  All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

**Effective date**

- 3.  as of \_\_\_\_\_ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b.  **Employer contributions other than matching** (Questions 24-25)
  - 1.  This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
- c.  **Employer matching contributions** (Questions 26-28)
- d.  **Mandatory Employee contributions** (Question 30)

- e.  After-tax voluntary Employee contributions
- f.  Rollover contributions (Question 36)

PRIOR CONTRIBUTIONS

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- g.  Employer matching contributions
- h.  Employer contributions other than matching contributions
- i.  Rollover contributions
- j.  After-tax voluntary Employee contributions

ELIGIBILITY REQUIREMENTS

12. ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)
- a.  No excluded Employees. There are no additional excluded Employees under the Plan (skip to Question 13).
  - b.  Exclusions. The following Employees are not Eligible Employees for Plan purposes (select one or more):
    - 1.  Union Employees (as defined in Plan Section 1.17)
    - 2.  Nonresident aliens (as defined in Plan Section 1.17)
    - 3.  Leased Employees (Plan Section 1.29)
    - 4.  Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than \_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
    - 5.  Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
    - 6.  Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
    - 7.  Other: An Eligible Employee for Plan Purposes shall mean any person employed in the following Eligible Groups: Deputy City Manager, Assistant City Manager, Service Area Director, Service Unit Director, Chief of Police, City Manager, City Attorney, and Municipal Judge. (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)

NOTE: If option 4. - 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.

13. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)
- a.  No age and service required. No age and service required for all Contribution Types (skip to Question 14).
  - b.  Eligibility. An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

- c.  Age Requirement
  - 1.  No age requirement
  - 2.  Age 20 1/2
  - 3.  Age 21
  - 4.  Age \_\_\_\_\_ (may not exceed 26)
- d.  Service Requirement
  - 1.  No service requirement
  - 2.  \_\_\_\_\_ (not to exceed 60) months of service (elapsed time)
  - 3.  1 Year of Service
  - 4.  \_\_\_\_\_ (not to exceed 5) Years of Service
  - 5.  \_\_\_\_\_ consecutive month period from the Eligible Employee's employment commencement date and during which at least \_\_\_\_\_ Hours of Service are completed.
  - 6.  \_\_\_\_\_ consecutive months of employment.
  - 7.  Other: \_\_\_\_\_ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if the elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e.  If employed on \_\_\_\_\_ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
  - 1.  service requirement (may let part-time Eligible Employees into the Plan)

- 2.  age requirement
- 3.  waiver is for: \_\_\_\_\_

**Amendment or restatement to change eligibility requirements**

- f.  This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
  - 1.  The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
  - 2.  The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

**14. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a.  date such requirements are met
- b.  first day of the month coinciding with or next following the date on which such requirements are met
- c.  first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d.  earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e.  first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f.  first day of the Plan Year in which such requirements are met
- g.  first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h.  other: First payroll after meeting Eligibility (must be definitely determinable)

**SERVICE**

**15. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55)**

- a.  No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b.  Service with the designated employers is recognized as follows (select c. – e. and one or more of columns 1. - 3.; chose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

Other Employer	1. Eligibility	2. Vesting	3. Contribution Allocation
c. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]
d. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]
e. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]

**Limitations**

- f.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_  
(e.g., credit service with X only on/following 1/1/19)
- g.  The following provisions or limitations apply with respect to the recognition of service with other employers: \_\_\_\_\_  
(e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

**NOTE:** If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

**16. SERVICE CREDITING METHOD (Plan Sections 1.40 and 1.55)**

**NOTE:** If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:

- 1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
- 2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.

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- 3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
- 4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
- 5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.

- a.  **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
  - 1.  all purposes (skip to Question 17)
  - 2.  the following purposes (select one or more):
    - a.  eligibility to participate
    - b.  vesting
    - c.  allocations, distributions and contributions

- b.  **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
  - 1.  **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
  - 2.  **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
  - 3.  **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
    - a.  all purposes
    - b.  the following purposes (select one or more):
      - 1.  eligibility to participate
      - 2.  vesting
      - 3.  allocations, distribution and contributions

Such method will apply to:

- c.  all Employees
- d.  Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
- e.  other: \_\_\_\_\_ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

- f.  days worked (10 hours per day)
- g.  weeks worked (45 hours per week)
- h.  semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
- i.  months worked (190 hours per month)
- j.  bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
- k.  other: \_\_\_\_\_ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).

- 4.  **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service for:
  - a.  all purposes
  - b.  the following purposes (select one or more):
    - 1.  eligibility to participate
    - 2.  vesting
    - 3.  allocations, distributions and contributions

- c.  **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)
  - 1.  all purposes
  - 2.  the following purposes (select one or more):
    - a.  eligibility to participate
    - b.  vesting
    - c.  sharing in allocations or contributions

- d.  **Other service crediting provisions:** \_\_\_\_\_ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.)

NOTE: Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for:

- 1.  All purposes
- 2.  The following purposes (select one or more):
  - a.  eligibility to participate
  - b.  vesting
  - c.  allocations, distributions and contributions

**VESTING**

17. **VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))**

- a.  N/A (no Employer contributions; skip to Question 19)
- b.  The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

**Vesting for Employer contributions other than matching contributions**

- c.  N/A (no Employer contributions (other than matching contributions); skip to f.)
- d.  100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
  - 1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  - 2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  - 3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  - 4.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years
  - 5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**Vesting for Employer matching contributions**

- f.  N/A (no Employer matching contributions)
- g.  The schedule above will also apply to Employer matching contributions.
- h.  100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
  - 1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  - 2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  - 3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  - 4.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years
  - 5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

NOTE: If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

18. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a.  Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b.  Service prior to the computation period in which an Employee has attained age \_\_\_\_\_.
- c.  Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early/Normal Retirement. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d.  Death
- e.  Total and Permanent Disability
- f.  Early Retirement Date
- g.  Normal Retirement Age

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.33) means: 19

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a.  Specific age. The date a Participant attains age 55
- b.  Age/participation. The later of the date a Participant attains age \_\_\_\_\_ or the \_\_\_\_\_ anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c.  Other: \_\_\_\_\_ (must be definitely determinable)

NOTE: If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

Qualified public safety employees. Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d.  Age \_\_\_\_\_ (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

20. NORMAL RETIREMENT DATE (Plan Section 1.34) means, with respect to any Participant, the:

- a.  date on which the Participant attains "NRA"
- b.  first day of the month coinciding with or next following the Participant's "NRA"
- c.  first day of the month nearest the Participant's "NRA"
- d.  Anniversary Date coinciding with or next following the Participant's "NRA"
- e.  Anniversary Date nearest the Participant's "NRA"
- f.  Other: \_\_\_\_\_ (e.g., first day of the month following the Participant's "NRA").

- 21. EARLY RETIREMENT DATE (Plan Section 1.15)
  - a.  N/A (no early retirement provision provided)
  - b.  Early Retirement Date means the:
    - 1.  date on which a Participant satisfies the early retirement requirements
    - 2.  first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
    - 3.  Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
  - Early retirement requirements**
  - 4.  Participant attains age \_\_\_\_\_  
AND, completes.... (leave blank if not applicable)
    - a.  at least \_\_\_\_\_ Years (or Periods) of Service for vesting purposes
    - b.  at least \_\_\_\_\_ Years (or Periods) of Service for eligibility purposes
  - c.  Early Retirement Date means: \_\_\_\_\_ (must be definitely determinable)

**COMPENSATION**

- 22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

**Base definition**

- a.  Wages, tips and other compensation on Form W-2
- b.  Code §3401(a) wages (wages for withholding purposes)
- c.  415 safe harbor compensation

**NOTE:** Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

**Determination period.** Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d.  the Plan Year
- e.  the Fiscal Year coinciding with or ending within the Plan Year
- f.  the calendar year coinciding with or ending within the Plan Year

**Adjustments to Compensation** (for Plan Section 1.10). Compensation will be adjusted by:

- g.  No adjustments (skip to Question 23. below)
- h.  Adjustments. Compensation will be adjusted by (select all that apply):
  - 1.  excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
  - 2.  excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
  - 3.  excluding Compensation paid during the "determination period" while not a Participant in the Plan.
  - 4.  excluding Military Differential Pay
  - 5.  excluding overtime
  - 6.  excluding bonuses
  - 7.  other: \_\_\_\_\_ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

- 23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

**415 Compensation (post-severance compensation adjustments)** (select all that apply at a.: leave blank if none apply)

**NOTE:** Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a.  The defaults listed above apply except for the following (select one or more):
  - 1.  Leave cash-outs will be **excluded**
  - 2.  Nonqualified unfunded deferred compensation will be **excluded**
  - 3.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: 12 Months
  - 4.  Other: \_\_\_\_\_ (must be definitely determinable)

**Plan Compensation (post-severance compensation adjustments)**

- b.  Defaults apply. Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c.  Exclude all post-severance compensation. Exclude all post-severance compensation for allocation purposes.
- d.  Post-severance adjustments. The defaults listed at b. apply except for the following (select one or more):
  - 1.  Exclude all post-severance compensation

- 2.  Regular pay will be **excluded**
- 3.  Leave cash-outs will be **excluded**
- 4.  Nonqualified unfunded deferred compensation will be **excluded**
- 5.  Military Differential Pay will be **included**
- 6.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- e.  Other: \_\_\_\_\_ (must be definitely determinable)

**CONTRIBUTIONS AND ALLOCATIONS**

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a.  **Discretionary contribution (no groups).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b.  **Discretionary contribution (Grouping method).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
  - 1.  Each Participant constitutes a separate classification.
  - 2.  Participants will be divided into the following classifications with the allocation methods indicated under each classification.

**Definition of classifications.** Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of \_\_\_\_\_  
The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification B will consist of \_\_\_\_\_  
The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification C will consist of \_\_\_\_\_  
The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification D will consist of \_\_\_\_\_  
The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Additional Classifications: \_\_\_\_\_ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

**NOTE:** If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

**Determination of applicable group.** If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a.  Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
- b.  Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
- c.  Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
- d.  One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- c.  **Fixed contribution** equal to (only select one):
  - 1.  \_\_\_\_\_% of each Participant's Compensation for each:
    - a.  Plan Year
    - b.  calendar quarter
    - c.  month



- d.  pay period
- e.  week
- 2.  \$ \_\_\_\_\_ per Participant.
- 3.  \$ \_\_\_\_\_ per Hour of Service worked while an Eligible Employee
  - a.  up to \_\_\_\_\_ hours (leave blank if no limit)
- 4.  other: 10% of Participant's Compensation contributed bi-weekly (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) NOTE: Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).

d.  **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

- 1.  Sick leave
- 2.  Vacation leave

**Eligible Employees.** Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

- 3.  **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
  - a.  The Former Employee must be at least age \_\_\_\_\_ (e.g., 55)
  - b.  The value of the sick and/or vacation leave must be at least \$ \_\_\_\_\_ (e.g., \$2,000)
  - c.  A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
  - d.  A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
- 4.  **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
  - a.  The Employee must be at least age \_\_\_\_\_ (e.g., 55)
  - b.  The value of the sick and/or vacation leave must be at least \$ \_\_\_\_\_ (e.g., \$2,000)
  - c.  A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
  - d.  A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours

e.  **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)

AND, only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)

- 1.  Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than \_\_\_\_\_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
- 2.  Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
- 3.  Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
- 4.  Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
- 5.  Other: \_\_\_\_\_ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a.  the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b.  the Employer only
- c.  both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute \_\_\_\_\_% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25

below do not apply to the Employer contribution made pursuant to this provision.

- f.  Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). NOTE: Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

- a.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

- b.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

**Conditions for Participants NOT employed on the last day of the Plan Year**

- 1.  A Participant must complete at least \_\_\_\_\_ (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least \_\_\_\_\_ (not to exceed 3) months of service if the elapsed time method is selected).
- 2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 3.  Participants will NOT share in the allocations, regardless of service.
- 4.  Participants will share in the allocations, regardless of service.
- 5.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Conditions for Participants employed on the last day of the Plan Year**

- 6.  No service requirement.
- 7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8.  A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.
- 9.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c.  Death
- d.  Total and Permanent Disability
- e.  Termination of employment on or after Normal Retirement Age
  - 1.  or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):

- a.  Elective deferrals to a **457 plan**. Enter Plan name(s): City of Fort Collins 457(b) Deferred Compensation Plan
- b.  Elective deferrals to a **403(b) plan**. Enter Plan name(s): \_\_\_\_\_
- c.  Voluntary Employee Contributions
- d.  Other: \_\_\_\_\_ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

B. **Matching Formula.** (select one)

- e.  **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to \_\_\_\_\_% (e.g., 50) of the Participant's "matched Employee contributions"
  - 1.  that do not exceed \_\_\_\_\_% of a Participant's Compensation (leave blank if no limit)  
Additional matching contribution (choose 2. if applicable):
  - 2.  plus an additional matching contribution of a discretionary percentage determined by the Employer.
    - a.  but not to exceed \_\_\_\_\_% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

f.  **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

g.  **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

- 1.  vesting purposes
- 2.  eligibility purposes

h.  **Flexible Discretionary Match.** (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)

1.  **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

i.  **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the

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amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12. NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- j.  Other: For the City Attorney, the Employer will make matching contributions equal to 100% of the Participant's elective deferrals that do not exceed 4.5% of compensation. All other eligible Participants will receive a matching contribution of 100% of the Participant's elective deferrals that do not exceed 3% of compensation (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. NOTE: Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. MATCHING CONTRIBUTION PROVISIONS

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
  - a.  N/A (no Plan specific limit on the amount of matching contribution)
  - b.  \$\_\_\_\_\_.
  - c.  \_\_\_\_\_% of Compensation.
- B. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):
  - d.  the Plan Year (potential annual true-up required)
  - e.  each payroll period (no true-up)
  - f.  each month (potential monthly true-up required)
  - g.  each Plan Year quarter (potential quarterly true-up required)
  - h.  each payroll unit (e.g., hour) (no true-up)
  - i.  Other (specify): \_\_\_\_\_ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

28. ALLOCATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.

- a.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)
 

**Conditions for Participants NOT employed on the last day of the Plan Year.**

  - 1.  A Participant must complete more than \_\_\_\_\_ Hours of Service (or \_\_\_\_\_ months of service if the elapsed time method is selected).
  - 2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
  - 3.  Participants will NOT share in the allocations, regardless of service.
  - 4.  Participants will share in the allocations, regardless of service.
  - 5.  Other: Only Employees classified as a Service Area/ Unit Director are eligible for Employer Matching (must be definitely determinable)

**Conditions for Participants employed on the last day of the Plan Year**

- 6.  No service requirement.
- 7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8.  A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.
- 9.  Other: Only Employees classified as a Service Area/ Unit Director are eligible for Employer Matching (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected. Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. [ ] Death
d. [ ] Total and Permanent Disability
e. [ ] Termination of employment on or after Normal Retirement Age
1. [ ] or Early Retirement Date

Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f. [ ] The Plan Year quarter.
g. [ ] Payroll period.
h. [ ] Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES (Plan Sections 1.21 and 4.3(e))

Timing of Forfeitures. Except as provided in Plan Section 1.21, a Forfeiture will occur:

- a. [ ] N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
b. [X] As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
c. [ ] As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
d. [ ] As soon as reasonably practical after the date the Participant severs employment.

Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans. Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e. [ ] added to the Employer contribution and allocated in the same manner
f. [X] used to reduce any Employer contribution
g. [ ] allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
h. [ ] other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

Type of mandatory Employee Contribution. The mandatory Employee contribution is being made in accordance with the following: (select one)

- a. [ ] The mandatory Employee contribution is a condition of employment.
b. [ ] The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

Amount of mandatory Employee Contribution (select one)

- c. [ ] An Eligible Employee must contribute to the Plan \_\_\_\_\_% (not to exceed 25%) of Compensation.
d. [ ] An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from \_\_\_\_\_% (not less than 1%) to \_\_\_\_\_% (not to exceed 25%) of Compensation.

Conditions of Mandatory Employee Contributions

- e. [ ] Additional provisions and conditions: \_\_\_\_\_ (must be definitely determinable, e.g., Only full-time Employees must make mandatory Employee contributions)

Employer pick-up contribution. The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

- f. [ ] The mandatory Employee contribution is not "picked-up" by the Employer.

DISTRIBUTIONS

31. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a. [X] lump-sums
b. [X] substantially equal installments

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- c.  partial withdrawals, provided the minimum withdrawal is \$\_\_\_\_\_ (leave blank if no minimum)
- d.  partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
  - 1.  Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
  - 2.  Other: \_\_\_\_\_ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
- e.  annuity: \_\_\_\_\_ (describe the form of annuity or annuities)
- f.  other: Any other sequence as requested by the Participant (must be definitely determinable and not subject to Employer discretion)

**NOTE:** Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

**Cash or property.** Distributions may be made in:

- g.  cash only, except for (select all that apply; leave blank if none apply):
  - 1.  insurance Contracts
  - 2.  annuity Contracts
  - 3.  Participant loans
  - 4.  all investments in an open brokerage window or similar arrangement
- h.  cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
  - 1.  \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Joint and Survivor Annuity provisions.** (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

- i.  **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
- j.  **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.

**AND,** if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1.  The one-year marriage rule applies.

**Spousal consent requirements.** Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

- k.  **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).
- l.  **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

**AND,** if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1.  The one-year marriage rule applies.

32. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

**A. Accounts in excess of \$5,000**

- a.  Distributions may be made as soon as administratively feasible following severance of employment.
- b.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d.  Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e.  Distributions may be made as soon as administratively feasible after \_\_\_\_\_ months have elapsed following severance of employment.
- f.  No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**B. Accounts of \$5,000 or less**

- h.  Same as above
- i.  Distributions may be made as soon as administratively feasible following severance of employment.

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- j.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):

- l.  Other: \_\_\_\_\_ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

**NOTE:** The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

- m.  No. Participant consent is required for all distributions.
- n.  Yes, Participant consent is required only if the distribution is over:
  - 1.  \$5,000
  - 2.  \$1,000
  - 3.  \$ \_\_\_\_\_ (less than \$1,000)

**NOTE:** If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

**Automatic IRA rollover.** With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

- 4.  If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$ \_\_\_\_\_ (e.g., \$200).

E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be included in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.

- o.  Exclude rollovers (rollover contributions will be excluded in determining the \$5,000 threshold)
- NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

33. **DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))**

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a.  be made pursuant to the election of the Participant or "designated Beneficiary"
- b.  begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
- c.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries
- d.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

**NOTE:** The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. **OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)**

A. **IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)**

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a.  In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):
  - 1.  Age. The Participant has reached: (select one)
    - a.  Normal Retirement Age
    - b.  age 62
    - c.  age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
    - d.  age 70 1/2 (may not be less than age 62 for Money Purchase Pension Plans)
  - 2.  the Participant has been a Participant in the Plan for at least \_\_\_\_\_ years (may not be less than five (5))
  - 3.  the amounts being distributed have accumulated in the Plan for at least 2 years
  - 4.  other: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. - a.3. or a Participant's disability.)

More than one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

- 5. [ ] A Participant must satisfy each condition

NOTE: Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

- b. [ ] all Accounts
c. [ ] only from the following Accounts (select one or more):
1. [ ] Account attributable to Employer matching contributions
2. [ ] Account attributable to Employer contributions other than matching contributions
3. [ ] Rollover Account
4. [ ] Transfer Account
Permitted from the following assets attributable to (select one or both):
a. [ ] non-pension assets
b. [ ] pension assets (e.g., from a Money Purchase Pension Plan)
5. [ ] Mandatory Employee Contribution Account
6. [ ] Other: (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

- d. [X] N/A (no additional limitations)
e. [ ] Additional limitations (select one or more):
1. [ ] The minimum amount of a distribution is \$
2. [ ] No more than distribution(s) may be made to a Participant during a Plan Year.
3. [ ] Distributions may only be made from Accounts which are fully Vested.
4. [ ] In-service distributions may be made subject to the following provisions: (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

B. HARDSHIP DISTRIBUTIONS (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan)
Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f. [ ] Hardship distributions are permitted from the following Participant Accounts:
1. [ ] all Accounts
2. [ ] only from the following Accounts (select one or more):
a. [ ] Account attributable to Employer matching contributions
b. [ ] Account attributable to Employer contributions other than matching contributions
c. [ ] Rollover Account (if not available at any time under Question 36)
d. [ ] Transfer Account (other than amounts attributable to a money purchase pension plan)
e. [ ] Mandatory Employee Contribution Account
f. [ ] Other: (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

NOTE: Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a Money Purchase Pension Plan).

Additional limitations. The following limitations apply to hardship distributions:

- 3. [ ] N/A (no additional limitations)
4. [ ] Additional limitations (select one or more):
a. [ ] The minimum amount of a distribution is \$
b. [ ] No more than distribution(s) may be made to a Participant during a Plan Year.
c. [ ] Distributions may only be made from Accounts which are fully Vested.
d. [ ] A Participant does not include a Former Employee at the time of the hardship distribution.
e. [ ] Hardship distributions may be made subject to the following provisions: (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

Beneficiary Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

- 5. [ ] Hardship distributions for expenses of Beneficiaries are allowed
Special effective date (may be left blank if effective date is same as the Plan or Restatement Effective Date: select a. and, if applicable, b.)
a. [ ] effective as of
b. [ ] eliminated effective as of



MISCELLANEOUS

35. LOANS TO PARTICIPANTS (Plan Section 7.4)

- a.  New loans are NOT permitted.
- b.  New loans are permitted.

**NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.

36. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)

**Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply: leave blank if not applicable):

- a.  Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
- b.  Participants who are Former Employees

**Distributions.** When may distributions be made from a Participant's Rollover Account?

- c.  At any time
- d.  Only when the Participant is otherwise entitled to any distribution under the Plan

37. HEART ACT (Plan Section 4.11) (select one or more)

- a.  **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
- b.  **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.

**Reliance on Provider Opinion Letter.** The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(1)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as Nationwide Financial Services, Inc. Non-Standardized Governmental 401(a) Pre-Approved Plan #001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) \_\_\_\_\_ effective \_\_\_\_\_, by substitute Adoption Agreement page number(s) \_\_\_\_\_. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (*Note: The Effective Date may be retroactive or may be prospective.*)

The Provider, Nationwide Financial Services, Inc. will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Nationwide Financial Services, Inc. no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Name: Nationwide Retirement Solutions

Address: P.O. Box 182797

Columbus Ohio 43218

Telephone Number: (877) 496-1630

Email address (optional): \_\_\_\_\_

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: City of Fort Collins

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

DATE SIGNED

APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A. Special effective dates (leave blank if not applicable):

- a. [ ] Special effective date(s): ... For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions.

B. Other permitted elections (the following elections are optional):

- a. [ ] No other permitted elections

The following elections apply (select one or more):

- b. [ ] Deemed 125 compensation (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
c. [X] Break-in-Service Rules. The following Break-in-Service rules apply to the Plan.(select 1. or 2.)
1. [X] Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions) (Plan Section 3.5(e)).
2. [ ] Break-in-Service rules for rehired Employees.
d. [X] Beneficiary if no beneficiary elected by Participant (Plan Section 6.2(f)).
e. [ ] Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.
f. [ ] Limitation Year (Plan Section 1.30).
g. [ ] 415 Limits when 2 defined contribution plans are maintained (Plan Section 4.4).
h. [ ] Recognition of Service with other employers (Plan Sections 1.40 and 1.55).

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	Eligibility	Vesting	Contribution Allocation
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
6. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

Limitations

7.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_ (e.g., credit service with X only on/following 1/1/19)

a.       b.       c.

i.  **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):

- 1.  **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: \_\_\_\_\_ (must be definitely determinable and satisfy the parameters set forth at Question 17)
- 2.  **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.):

**Applicable Participants.** The vesting schedules in Question 17 only apply to:

- a.  Participants who are Employees as of \_\_\_\_\_ (enter date).
- b.  Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).
- c.  Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date).
- d.  Other: \_\_\_\_\_ (e.g., Participants in division A. Must be definitely determinable.)

j.  **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

**NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:

- 1.  April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
- 2.  April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
  - a.  A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of \_\_\_\_\_ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
    - 1.  N/A (annuity distributions are not permitted)
    - 2.  Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
    - 3.  Upon the recommencement of distributions, a new Annuity Starting Date is created.
  - b.  A Participant who had not begun receiving required minimum distributions as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
    - 1.  The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

- k.  **Other spousal provisions** (select one or more)
  - 1.  **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: \_\_\_\_\_
  - 2.  **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
  - 3.  **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- l.  **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: \_\_\_\_\_
- m.  **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: A physical or mental impairment which is of such permanence and degree that, as determined by the Employer, a participant is unable because of such impairment to perform any substantial gainful activity for which he/she is suited by virtue of his/her experience, training, or education and that has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months, or can be expected to result in death. The permanence and degree of such impairment shall be supported by medical evidence. If the Employer maintains a long-term disability plan, the definition of Total and Permanent Disability shall be the same as the definition of disability in the long-term disability plan (must be definitely determinable).
- n.  **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): \_\_\_\_\_
- o.  **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
  - 1.  The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
  - 2.  The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: \_\_\_\_\_ (specify which provisions apply and/or modified)
- p.  **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)  
 In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)  
  
**Limitations.** The following limitations apply to these in-service distributions:
  - 1.  The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
  - 2.  N/A (no limitations)
  - 3.  The following elections apply to in-service distributions at age 62 (select one or more):
    - a.  The minimum amount of a distribution is \$\_\_\_\_\_ (may not exceed \$1,000).
    - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
    - c.  Distributions may only be made from Accounts which are fully Vested.
    - d.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must be definitely determinable and not subject to discretion).
- q.  **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A. Loan Limitations. (complete only if loans to Participants are permitted; leave blank if none apply)

- a. [X] Limitations (select one or more):
1. [X] Loans will be treated as Participant directed investments.
2. [ ] Loans will only be made for hardship or financial necessity as specified below (select a. or b.)
a. [ ] hardship reasons specified in Plan Section 6.12
b. [ ] financial necessity (as defined in the loan program).
3. [X] The minimum loan will be \$ 1,000.
4. [X] A Participant may only have one (1) (e.g., one (1)) loan(s) outstanding at any time.
5. [ ] All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
6. [ ] The home loan term will be \_\_\_\_ years. (if not selected, the Administrator establishes the term for repayment of a home loan)
7. [ ] Account restrictions. Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
a. [ ] Account(s) attributable to Employer matching contributions
b. [ ] Account attributable to Employer contributions other than matching contributions
c. [ ] Rollover Account
d. [ ] Transfer Account
e. [ ] Other:
AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
f. [ ] by determining the limits by only considering the restricted accounts.
g. [ ] by determining the limits taking into account a Participant's entire interest in the Plan.

Additional Loan Provisions (select all that apply; leave blank if none apply)

- b. [X] Loan payments. Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
1. [ ] payroll deduction
2. [X] ACH (Automated Clearing House)
3. [ ] check
a. [ ] Only for prepayment
c. [X] Interest rate. Loans will be granted at the following interest rate (if left blank, then 3. below applies):
1. [X] .5 percentage points over the prime interest rate
2. [ ] %
3. [ ] the Administrator establishes the rate at the time the loan is made
d. [X] Refinancing. Loan refinancing is allowed.

B. Life Insurance. (Plan Section 7.5)

- a. [X] Life insurance may not be purchased.
b. [ ] Life insurance may be purchased...
1. [ ] at the option of the Administrator
2. [ ] at the option of the Participant

Limitations

- 3. [ ] N/A (no limitations)
4. [ ] The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
a. [ ] Each initial Contract will have a minimum face amount of \$ \_\_\_\_\_.
b. [ ] Each additional Contract will have a minimum face amount of \$ \_\_\_\_\_.
c. [ ] The Participant has completed \_\_\_\_ Years (or Periods) of Service.
d. [ ] The Participant has completed \_\_\_\_ Years (or Periods) of Service while a Participant in the Plan.
e. [ ] The Participant is under age \_\_\_\_ on the Contract issue date.
f. [ ] The maximum amount of all Contracts on behalf of a Participant may not exceed \$ \_\_\_\_\_.
g. [ ] The maximum face amount of any life insurance Contract will be \$ \_\_\_\_\_.

C. Plan Expenses. Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a. [ ] No
b. [X] Yes

**Use of Forfeitures**

Forfeitures of Employer contributions other than matching contributions will be:

- c.  added to the Employer contribution and allocated in the same manner  
d.  used to reduce any Employer contribution  
e.  allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year  
f.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

Forfeitures of Employer matching contributions will be:

- g.  N/A. Same as above or no Employer matching contributions.  
h.  used to reduce the Employer matching contribution.  
i.  used to reduce any Employer contribution.  
j.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

**D. Directed investments**

- a.  Participant directed investments are NOT permitted.  
b.  Participant directed investments are permitted from the following Participant Accounts:  
1.  all Accounts  
2.  only from the following Accounts (select one or more):  
a.  Account attributable to Employer contributions  
b.  Rollover Account  
c.  Transfer Account  
d.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**E. Rollover Limitations.** Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a.  No. Administrator determines in operation which sources will be accepted.  
b.  Yes

**Rollover sources.** Indicate the sources of rollovers that will be accepted (select one or more)

1.  **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):  
a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions  
b.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions  
c.  a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions  
d.  a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions  
e.  a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions  
f.  a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions  
g.  a plan described in Code §457(b) (eligible deferred compensation plan)

**Direct Rollovers of Participant Loan.** The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h.  The Plan will accept a direct rollover of a Participant loan  
i.  The Plan will only accept a direct rollover of a Participant loan only in the following situation(s):  
\_\_\_\_\_ (e.g., only from Participants who were employees of an acquired organization).

2.  **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):  
a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)  
b.  a plan described in Code §403(a) (an annuity plan)  
c.  a plan described in Code §403(b) (a tax-sheltered annuity)  
d.  a governmental plan described in Code §457(b) (eligible deferred compensation plan)  
3.  **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

**F. Trustee(s) or Insurer(s).** Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(Note: Select a. if not using provided trust. MUST select b and following questions as applicable):

- a.  Do not produce the trust agreement

b. [X] Complete the following UNLESS not selecting supporting forms:

Trustee/Insurer (select a. OR one or more of d. - e.)

c. [ ] Insurer. This Plan is funded exclusively with Contracts (select one or more of 1. - 4)

Name of Insurer(s)

- 1. [ ] \_\_\_\_\_
- 2. [ ] \_\_\_\_\_
- 3. [ ] Use Employer address/telephone number/email
- 4. [ ] Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

d. [ ] Individual Trustee(s)

e. [X] Corporate Trustee

Name of Trust

f. Specify name of Trust (required for FIS trust): City of Fort Collins Service Directors' and Council Employees' Plan

Individual Trustees (if d. selected above, complete g. - j.)

Directed/Discretionary Trustees. The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

g. [ ] Select for each individual Trustee (skip to next question)

h. [ ] The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)

- 1. [ ] A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)
- 2. [ ] A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)
- 3. [ ] The individual Trustee(s) will serve as a discretionary Trustee over the following assets: \_\_\_\_\_ (may not be selected with 1. or 2.)
- 4. [ ] The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets: \_\_\_\_\_ (may not be selected with 1. or 2.)

Individual Trustee(s) (complete if d. selected above)

i. [ ] Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

a. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

b. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

c. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)



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6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

d. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

e. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

f. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

g. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

h. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

i. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

Non-Standardized Governmental 401(a)

- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

j. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

j.  Individual Trustee Address (complete if d. selected above)

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

Corporate Trustee Name/Type/Address (complete if e. selected above)

k.  Name Nationwide Trust Company, FSB

Address/telephone number/email

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: 10 W Nationwide Blvd
  - b. City: Columbus
  - c. State: Ohio
  - d. Zip: 43215
  - e. Telephone: (877) 496-1630
  - f. Email: \_\_\_\_\_

Directed/Discretionary. The Corporate Trustee is (select 3. - 6. as applicable)

- 3.  A discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4.  A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)
- 5.  A discretionary Trustee over the following plan assets over the following assets: \_\_\_\_\_ (may not be selected with 3. - 4.)
- 6.  A nondiscretionary (directed) Trustee over the following plan assets \_\_\_\_\_ (may not be selected with 3. - 4.)

Signee (optional):

- 7.  Name of person signing on behalf of the corporate Trustee \_\_\_\_\_
- 8.  Email address of person signing on behalf of the corporate Trustee \_\_\_\_\_

Special Trustee for collection of contributions. The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (optional)

i.  Name Randy Bailey

Title:

1. Director, Accounting

Address/telephone number/email

- 2.  Use Employer address/telephone number/email
- 3.  Use following address/telephone number/email
  - a. Street: 215 N Mason St
  - b. City: Fort Collins
  - c. State: Colorado
  - d. Zip: 80524
  - e. Telephone: (970) 416-4354
  - f. Email: rbailey@fcgov.com

Custodian(s) Name/Address. The Custodian(s) are (optional)

m.  Name(s) \_\_\_\_\_

**Address/telephone number/email**

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Investment in common, collective or pooled trust funds.** The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: *(optional)*

- n.  \_\_\_\_\_ (Specify the names of one or more trust funds in which the Plan can invest)

**Choice of law**

- o.  This trust will be governed by the laws of the state of:
  - 1.  State in which the Employer's principal office is located
  - 2.  State in which the corporate trustee or insurer is located
  - 3.  Other \_\_\_\_\_

ACCEPTANCE OF SPECIAL TRUSTEE

I, the undersigned, accept the appointment as Special Trustee of the City of Fort Collins Service Directors' and Council Employees' Plan (Plan), and agree to all of the obligations, responsibilities and duties imposed upon the Special Trustee under the Plan and Trust. The sole responsibility of the Special Trustee is to collect contributions owed to the Plan. No other Trustee has the responsibility to collect contributions owed to the Plan.

Randy Bailey  
Director, Accounting

  
SPECIAL TRUSTEE

5/22/2024

DATE SIGNED

ADOPTION AGREEMENT FOR
NATIONWIDE FINANCIAL SERVICES, INC.
NON-STANDARDIZED
GOVERNMENTAL 401(a) PRE-APPROVED PLAN

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: City of Fort Collins

Address: 300 LaPorte Avenue

Street

Fort Collins Colorado 80521
City State Zip

Telephone: (970) 221-6535

Taxpayer Identification Number (TIN): 84-6000587

Employer's Fiscal Year ends: December 31

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. [ ] State government or state agency
b. [ ] County or county agency
c. [X] Municipality or municipal agency
d. [ ] Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?

- a. [X] No
b. [ ] Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. [X] No
d. [ ] Yes (Complete a Participation Agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

City of Fort Collins Police Plan

5. PLAN STATUS

- a. [ ] New Plan
b. [X] Amendment and restatement of existing Plan
CYCLE 3 RESTATEMENT (leave blank if not applicable)
1. [ ] This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement) Initial Effective Date of Plan (except for restatements, cannot be earlier than the first day of the current Plan Year)

- a. January 1, 2007 (enter month day, year) (hereinafter called the "Effective Date" unless 6. b. is entered below)

**Restatement Effective Date.** If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. January 1, 2024 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.43) means, except as otherwise provided in d. below:

- a.  the calendar year
- b.  the twelve-month period ending on \_\_\_\_\_ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c.  N/A
- d.  beginning on \_\_\_\_\_ (enter month day, year; e.g., July 1, 2020) and ending on \_\_\_\_\_ (enter month day, year).

8. VALUATION DATE (Plan Section 1.53) means:

- a.  every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
- b.  the last day of each Plan Year
- c.  the last day of each Plan Year quarter
- d.  other (specify day or days): \_\_\_\_\_ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a.  Employer (use Employer address and telephone number)
- b.  The Committee appointed by the Employer (use Employer address and telephone number)
- c.  Other:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

Telephone: \_\_\_\_\_

10. TYPE OF PLAN (select one)

- a.  Profit Sharing Plan.
- b.  Money Purchase Pension Plan.

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a.  This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
  - 1.  All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at g. - j. (optional), skip questions 12-18 and 22-30)
  - 2.  All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

- 3.  as of \_\_\_\_\_ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b.  Employer contributions other than matching (Questions 24-25)
  - 1.  This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
- c.  Employer matching contributions (Questions 26-28)
- d.  Mandatory Employee contributions (Question 30)

- e.  After-tax voluntary Employee contributions
- f.  Rollover contributions (Question 36)

**PRIOR CONTRIBUTIONS**

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- g.  Employer matching contributions
- h.  Employer contributions other than matching contributions
- i.  Rollover contributions
- j.  After-tax voluntary Employee contributions

**ELIGIBILITY REQUIREMENTS**

12. ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)
- a.  No excluded Employees. There are no additional excluded Employees under the Plan (skip to Question 13).
  - b.  Exclusions. The following Employees are not Eligible Employees for Plan purposes (select one or more):
    - 1.  Union Employees (as defined in Plan Section 1.17)
    - 2.  Nonresident aliens (as defined in Plan Section 1.17)
    - 3.  Leased Employees (Plan Section 1.29)
    - 4.  Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than \_\_\_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
    - 5.  Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
    - 6.  Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
    - 7.  Other: An Eligible Employee for Plan Purposes shall mean any person employed in the following Eligible Groups: Sworn Police Officer (excluding Chief of Police), Dispatcher, Dispatcher Supervisor and Dispatch Manager (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)

**NOTE:** If option 4. - 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.

13. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)
- a.  No age and service required. No age and service required for all Contribution Types (skip to Question 14).
  - b.  Eligibility. An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

**Eligibility Requirements**

- c.  Age Requirement
  - 1.  No age requirement
  - 2.  Age 20 1/2
  - 3.  Age 21
  - 4.  Age \_\_\_\_\_ (may not exceed 26)
- d.  Service Requirement
  - 1.  No service requirement
  - 2.  \_\_\_\_\_ (not to exceed 60) months of service (elapsed time)
  - 3.  1 Year of Service
  - 4.  \_\_\_\_\_ (not to exceed 5) Years of Service
  - 5.  \_\_\_\_\_ consecutive month period from the Eligible Employee's employment commencement date and during which at least \_\_\_\_\_ Hours of Service are completed.
  - 6.  \_\_\_\_\_ consecutive months of employment.
  - 7.  Other: \_\_\_\_\_ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

**NOTE:** If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

**NOTE:** Year of Service means Period of Service if the elapsed time method is chosen.

**Waiver of conditions.** The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e.  If employed on \_\_\_\_\_ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
  - 1.  service requirement (may let part-time Eligible Employees into the Plan)

- 2.  age requirement
- 3.  waiver is for: \_\_\_\_\_

**Amendment or restatement to change eligibility requirements**

- f.  This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
  - 1.  The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
  - 2.  The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

**14. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a.  date such requirements are met
- b.  first day of the month coinciding with or next following the date on which such requirements are met
- c.  first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d.  earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e.  first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f.  first day of the Plan Year in which such requirements are met
- g.  first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h.  other: First payroll after meeting Eligibility (must be definitely determinable)

**SERVICE**

**15. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55)**

- a.  No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b.  Service with the designated employers is recognized as follows (select c. – e. and one or more of columns 1. - 3.; chose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

	1.	2.	3.
<b>Other Employer</b>	<b>Eligibility</b>	<b>Vesting</b>	<b>Contribution Allocation</b>
c. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]
d. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]
e. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]

**Limitations**

- f.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_ (e.g., credit service with X only on/following 1/1/19)
- g.  The following provisions or limitations apply with respect to the recognition of service with other employers: \_\_\_\_\_ (e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

**NOTE:** If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

**16. SERVICE CREDITING METHOD (Plan Sections 1.40 and 1.55)**

**NOTE:** If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:

- 1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
- 2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.



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- 3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
- 4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
- 5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.

a.  **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:

- 1.  all purposes (skip to Question 17)
- 2.  the following purposes (select one or more):
  - a.  eligibility to participate
  - b.  vesting
  - c.  allocations, distributions and contributions

b.  **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):

- 1.  **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
- 2.  **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
- 3.  **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
  - a.  all purposes
  - b.  the following purposes (select one or more):
    - 1.  eligibility to participate
    - 2.  vesting
    - 3.  allocations, distribution and contributions

Such method will apply to:

- c.  all Employees
- d.  Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
- e.  other: \_\_\_\_\_ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

- f.  days worked (10 hours per day)
- g.  weeks worked (45 hours per week)
- h.  semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
- i.  months worked (190 hours per month)
- j.  bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
- k.  other: \_\_\_\_\_ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).

4.  **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service for:

- a.  all purposes
- b.  the following purposes (select one or more):
  - 1.  eligibility to participate
  - 2.  vesting
  - 3.  allocations, distributions and contributions

c.  **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)

- 1.  all purposes
- 2.  the following purposes (select one or more):
  - a.  eligibility to participate
  - b.  vesting
  - c.  sharing in allocations or contributions

- d.  **Other service crediting provisions:** \_\_\_\_\_ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.)

NOTE: Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for:

- 1.  All purposes
- 2.  The following purposes (select one or more):
  - a.  eligibility to participate
  - b.  vesting
  - c.  allocations, distributions and contributions

**VESTING**

**17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))**

- a.  N/A (no Employer contributions; skip to Question 19)
- b.  The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

**Vesting for Employer contributions other than matching contributions**

- c.  N/A (no Employer contributions (other than matching contributions); skip to f.)
- d.  100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
  - 1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  - 2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  - 3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  - 4.  Cliff: 100% vesting after three (3) (not to exceed 15) years
  - 5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

**Vesting for Employer matching contributions**

- f.  N/A (no Employer matching contributions)
- g.  The schedule above will also apply to Employer matching contributions.
- h.  100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
  - 1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  - 2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  - 3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  - 4.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years
  - 5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**NOTE:** If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

**18. VESTING OPTIONS**

**Excluded vesting service.** The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a.  Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b.  Service prior to the computation period in which an Employee has attained age \_\_\_\_\_.
- c.  Service during a period for which an Employee did not make mandatory Employee contributions.

**Vesting for death, Total And Permanent Disability and Early/Normal Retirement.** Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d.  Death
- e.  Total and Permanent Disability
- f.  Early Retirement Date
- g.  Normal Retirement Age

**RETIREMENT AGES**

**19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.33) means: 19**

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a.  **Specific age.** The date a Participant attains age 55
- b.  **Age/participation.** The later of the date a Participant attains age \_\_\_\_\_ or the \_\_\_\_\_ anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c.  **Other:** \_\_\_\_\_ (must be definitely determinable)

**NOTE:** If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

**Qualified public safety employees.** Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d.  Age 55 (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

**20. NORMAL RETIREMENT DATE (Plan Section 1.34) means, with respect to any Participant, the:**

- a.  date on which the Participant attains "NRA"
- b.  first day of the month coinciding with or next following the Participant's "NRA"
- c.  first day of the month nearest the Participant's "NRA"
- d.  Anniversary Date coinciding with or next following the Participant's "NRA"
- e.  Anniversary Date nearest the Participant's "NRA"
- f.  Other: \_\_\_\_\_ (e.g., first day of the month following the Participant's "NRA").

- 21. EARLY RETIREMENT DATE (Plan Section 1.15)
  - a.  N/A (no early retirement provision provided)
  - b.  Early Retirement Date means the:
    - 1.  date on which a Participant satisfies the early retirement requirements
    - 2.  first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
    - 3.  Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
  - Early retirement requirements**
    - 4.  Participant attains age \_\_\_\_\_  
AND, completes... (leave blank if not applicable)
      - a.  at least \_\_\_\_\_ Years (or Periods) of Service for vesting purposes
      - b.  at least \_\_\_\_\_ Years (or Periods) of Service for eligibility purposes
  - c.  Early Retirement Date means: \_\_\_\_\_ (must be definitely determinable)

**COMPENSATION**

- 22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

**Base definition**

- a.  Wages, tips and other compensation on Form W-2
- b.  Code §3401(a) wages (wages for withholding purposes)
- c.  415 safe harbor compensation

**NOTE:** Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

**Determination period.** Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d.  the Plan Year
- e.  the Fiscal Year coinciding with or ending within the Plan Year
- f.  the calendar year coinciding with or ending within the Plan Year

**Adjustments to Compensation** (for Plan Section 1.10). Compensation will be adjusted by:

- g.  **No adjustments** (skip to Question 23. below)
- h.  **Adjustments.** Compensation will be adjusted by (select all that apply):
  - 1.  excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
  - 2.  excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
  - 3.  excluding Compensation paid during the "determination period" while not a Participant in the Plan.
  - 4.  excluding Military Differential Pay
  - 5.  excluding overtime
  - 6.  excluding bonuses
  - 7.  other: \_\_\_\_\_ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

- 23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

**415 Compensation (post-severance compensation adjustments)** (select all that apply at a.; leave blank if none apply)

**NOTE:** Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a.  The defaults listed above apply except for the following (select one or more):
  - 1.  Leave cash-outs will be **excluded**
  - 2.  Nonqualified unfunded deferred compensation will be **excluded**
  - 3.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: 12 months
  - 4.  Other: \_\_\_\_\_ (must be definitely determinable)

**Plan Compensation (post-severance compensation adjustments)**

- b.  **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c.  **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d.  **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
  - 1.  Exclude all post-severance compensation

- 2.  Regular pay will be **excluded**
- 3.  Leave cash-outs will be **excluded**
- 4.  Nonqualified unfunded deferred compensation will be **excluded**
- 5.  Military Differential Pay will be **included**
- 6.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_

e.  Other: \_\_\_\_\_ (must be definitely determinable)

**CONTRIBUTIONS AND ALLOCATIONS**

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a.  **Discretionary contribution (no groups).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b.  **Discretionary contribution (Grouping method).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
  - 1.  Each Participant constitutes a separate classification.
  - 2.  Participants will be divided into the following classifications with the allocation methods indicated under each classification.

**Definition of classifications.** Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of \_\_\_\_\_  
The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification B will consist of \_\_\_\_\_  
The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification C will consist of \_\_\_\_\_  
The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification D will consist of \_\_\_\_\_  
The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Additional Classifications: \_\_\_\_\_ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

**NOTE:** If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

**Determination of applicable group.** If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a.  Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
- b.  Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
- c.  Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
- d.  One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.

- c.  **Fixed contribution** equal to (only select one):
  - 1.  \_\_\_\_\_% of each Participant's Compensation for each:
    - a.  Plan Year
    - b.  calendar quarter
    - c.  month

- d.  pay period
  - e.  week
  - 2.  \$ \_\_\_\_\_ per Participant.
  - 3.  \$ \_\_\_\_\_ per Hour of Service worked while an Eligible Employee
    - a.  up to \_\_\_\_\_ hours (leave blank if no limit)
  - 4.  other: See Addendum 1 (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) **NOTE:** Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).
- d.  **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

- 1.  Sick leave
- 2.  Vacation leave

**Eligible Employees.** Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

- 3.  **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
    - a.  The Former Employee must be at least age \_\_\_\_\_ (e.g., 55)
    - b.  The value of the sick and/or vacation leave must be at least \$ \_\_\_\_\_ (e.g., \$2,000)
    - c.  A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
    - d.  A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
  - 4.  **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
    - a.  The Employee must be at least age \_\_\_\_\_ (e.g., 55)
    - b.  The value of the sick and/or vacation leave must be at least \$ \_\_\_\_\_ (e.g., \$2,000)
    - c.  A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
    - d.  A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
- e.  **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected) **AND, only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)**

- 1.  Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than \_\_\_\_\_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
- 2.  Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
- 3.  Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
- 4.  Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
- 5.  Other: \_\_\_\_\_ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a.  the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b.  the Employer only
- c.  both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute \_\_\_\_\_% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.

f. [ ] Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). NOTE: Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

a. [X] No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

b. [ ] Allocation conditions apply (select one of 1. - 5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year

- 1. [ ] A Participant must complete at least \_\_\_\_\_ (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least \_\_\_\_\_ (not to exceed 3) months of service if the elapsed time method is selected).
2. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
3. [ ] Participants will NOT share in the allocations, regardless of service.
4. [ ] Participants will share in the allocations, regardless of service.
5. [ ] Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

Conditions for Participants employed on the last day of the Plan Year

- 6. [ ] No service requirement.
7. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. [ ] A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.
9. [ ] Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. [ ] Death
d. [ ] Total and Permanent Disability
e. [ ] Termination of employment on or after Normal Retirement Age
1. [ ] or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

A. Employee contributions taken into account. For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):

- a. [ ] Elective deferrals to a 457 plan. Enter Plan name(s): \_\_\_\_\_
b. [ ] Elective deferrals to a 403(b) plan. Enter Plan name(s): \_\_\_\_\_
c. [ ] Voluntary Employee Contributions
d. [ ] Other: \_\_\_\_\_ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

B. Matching Formula. (select one)

- e. [ ] Fixed - uniform rate/amount. The Employer will make matching contributions equal to \_\_\_\_\_% (e.g., 50) of the Participant's "matched Employee contributions"
1. [ ] that do not exceed \_\_\_\_\_% of a Participant's Compensation (leave blank if no limit)
Additional matching contribution (choose 2. if applicable):
2. [ ] plus an additional matching contribution of a discretionary percentage determined by the Employer.
a. [ ] but not to exceed \_\_\_\_\_% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

- f.  **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- g.  **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

- 1.  vesting purposes
- 2.  eligibility purposes

- h.  **Flexible Discretionary Match.** (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)

- 1.  **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

- i.  **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the



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amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

j. [ ] Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. NOTE: Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed - uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. MATCHING CONTRIBUTION PROVISIONS

A. Maximum matching contribution. The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:

- a. [ ] N/A (no Plan specific limit on the amount of matching contribution)
- b. [ ] \$\_\_\_\_\_.
- c. [ ] \_\_\_\_\_% of Compensation.

B. Period of determination. Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):

- d. [ ] the Plan Year (potential annual true-up required)
- e. [ ] each payroll period (no true-up)
- f. [ ] each month (potential monthly true-up required)
- g. [ ] each Plan Year quarter (potential quarterly true-up required)
- h. [ ] each payroll unit (e.g., hour) (no true-up)
- i. [ ] Other (specify): \_\_\_\_\_ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

28. ALLOCATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.

- a. [ ] No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b. [ ] Allocation conditions apply (select one of 1. - 5. AND one of 6. - 9. below)  
**Conditions for Participants NOT employed on the last day of the Plan Year.**
  - 1. [ ] A Participant must complete more than \_\_\_\_\_ Hours of Service (or \_\_\_\_\_ months of service if the elapsed time method is selected).
  - 2. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
  - 3. [ ] Participants will NOT share in the allocations, regardless of service.
  - 4. [ ] Participants will share in the allocations, regardless of service.
  - 5. [ ] Other: \_\_\_\_\_ (must be definitely determinable)

**Conditions for Participants employed on the last day of the Plan Year**

- 6. [ ] No service requirement.
- 7. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8. [ ] A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.
- 9. [ ] Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. [ ] Death
- d. [ ] Total and Permanent Disability
- e. [ ] Termination of employment on or after Normal Retirement Age
  - 1. [ ] or Early Retirement Date

Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f. [ ] The Plan Year quarter.
g. [ ] Payroll period.
h. [ ] Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES (Plan Sections 1.21 and 4.3(e))

Timing of Forfeitures. Except as provided in Plan Section 1.21, a Forfeiture will occur:

- a. [ ] N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
b. [X] As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
c. [ ] As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
d. [ ] As soon as reasonably practical after the date the Participant severs employment.

Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans. Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e. [ ] added to the Employer contribution and allocated in the same manner
f. [X] used to reduce any Employer contribution
g. [ ] allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
h. [ ] other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

Type of mandatory Employee Contribution. The mandatory Employee contribution is being made in accordance with the following: (select one)

- a. [X] The mandatory Employee contribution is a condition of employment.
b. [ ] The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

Amount of mandatory Employee Contribution (select one)

- c. [X] An Eligible Employee must contribute to the Plan 8.5% (not to exceed 25%) of Compensation.
d. [ ] An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from \_\_\_\_\_% (not less than 1%) to \_\_\_\_\_% (not to exceed 25%) of Compensation.

Conditions of Mandatory Employee Contributions

- e. [ ] Additional provisions and conditions: \_\_\_\_\_ (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

Employer pick-up contribution. The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

- f. [ ] The mandatory Employee contribution is not "picked-up" by the Employer.

DISTRIBUTIONS

31. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a. [X] lump-sums
b. [X] substantially equal installments
c. [ ] partial withdrawals, provided the minimum withdrawal is \$\_\_\_\_\_ (leave blank if no minimum)
d. [ ] partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
1. [ ] Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
2. [ ] Other: \_\_\_\_\_ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
e. [ ] annuity: \_\_\_\_\_ (describe the form of annuity or annuities)

f.  other: Any other sequence as requested by the Participant (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

Cash or property. Distributions may be made in:

g.  cash only, except for (select all that apply; leave blank if none apply):

- 1.  insurance Contracts
- 2.  annuity Contracts
- 3.  Participant loans
- 4.  all investments in an open brokerage window or similar arrangement

h.  cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):

- 1.  Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan (must be definitely determinable and not subject to Employer discretion)

Joint and Survivor Annuity provisions. (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

i.  Joint and Survivor Annuity applicable as normal form of distribution. The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)

j.  Joint and Survivor Annuity rules apply based on Participant election. Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.

AND, if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

1.  The one-year marriage rule applies.

Spousal consent requirements. Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

k.  Required for all distributions. A Spouse must consent to all distributions (other than required minimum distributions).

l.  Beneficiary designations. A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

AND, if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

1.  The one-year marriage rule applies.

32. CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT. Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. Accounts in excess of \$5,000

- a.  Distributions may be made as soon as administratively feasible following severance of employment.
- b.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d.  Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e.  Distributions may be made as soon as administratively feasible after \_\_\_\_\_ months have elapsed following severance of employment.
- f.  No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

B. Accounts of \$5,000 or less

- h.  Same as above
- i.  Distributions may be made as soon as administratively feasible following severance of employment.
- j.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

C. Timing after initial distributable event. If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount

was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):

- l.  Other: \_\_\_\_\_ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year): must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

NOTE: The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

- m.  No. Participant consent is required for all distributions.

- n.  Yes, Participant consent is required only if the distribution is over:

- 1.  \$5,000
- 2.  \$1,000
- 3.  \$\_\_\_\_\_ (less than \$1,000)

NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

**Automatic IRA rollover.** With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

- 4.  If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$\_\_\_\_\_ (e.g., \$200).

E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be included in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.

- o.  Exclude rollovers (rollover contributions will be excluded in determining the \$5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

33. **DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))**

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a.  be made pursuant to the election of the Participant or "designated Beneficiary"
- b.  begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
- c.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries
- d.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. **OTHER PERMITTED DISTRIBUTIONS (select all that apply: leave blank if none apply)**

A. **IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)**

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a.  In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):
  - 1.  Age. The Participant has reached: (select one)
    - a.  Normal Retirement Age
    - b.  age 62
    - c.  age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
    - d.  age 70 1/2 (may not be less than age 62 for Money Purchase Pension Plans)
  - 2.  the Participant has been a Participant in the Plan for at least \_\_\_\_\_ years (may not be less than five (5))
  - 3.  the amounts being distributed have accumulated in the Plan for at least 2 years
  - 4.  other: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. - a.3. or a Participant's disability.)

**More than one condition.** If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

- 5.  A Participant must satisfy each condition

NOTE: Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

- b.  all Accounts
- c.  only from the following Accounts (select one or more):
  - 1.  Account attributable to Employer matching contributions
  - 2.  Account attributable to Employer contributions other than matching contributions
  - 3.  Rollover Account
  - 4.  Transfer Account
 Permitted from the following assets attributable to (select one or both):
  - a.  non-pension assets
  - b.  pension assets (e.g., from a Money Purchase Pension Plan)
- 5.  Mandatory Employee Contribution Account
- 6.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

- d.  N/A (no additional limitations)
- e.  Additional limitations (select one or more):
  - 1.  The minimum amount of a distribution is \$\_\_\_\_\_.
  - 2.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - 3.  Distributions may only be made from Accounts which are fully Vested.
  - 4.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

B. HARDSHIP DISTRIBUTIONS (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan) Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f.  Hardship distributions are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Account attributable to Employer matching contributions
    - b.  Account attributable to Employer contributions other than matching contributions
    - c.  Rollover Account (if not available at any time under Question 36)
    - d.  Transfer Account (other than amounts attributable to a money purchase pension plan)
    - e.  Mandatory Employee Contribution Account
    - f.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

NOTE: Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a Money Purchase Pension Plan).

Additional limitations. The following limitations apply to hardship distributions:

- 3.  N/A (no additional limitations)
- 4.  Additional limitations (select one or more):
  - a.  The minimum amount of a distribution is \$\_\_\_\_\_.
  - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - c.  Distributions may only be made from Accounts which are fully Vested.
  - d.  A Participant does not include a Former Employee at the time of the hardship distribution.
  - e.  Hardship distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

Beneficiary Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

- 5.  Hardship distributions for expenses of Beneficiaries are allowed
 

Special effective date (may be left blank if effective date is same as the Plan or Restatement Effective Date: select a. and, if applicable, b.)

  - a.  effective as of \_\_\_\_\_
  - b.  eliminated effective as of \_\_\_\_\_

MISCELLANEOUS

- 35. **LOANS TO PARTICIPANTS (Plan Section 7.4)**
  - a.  New loans are NOT permitted.
  - b.  New loans are permitted.

**NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.
  
- 36. **ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)**

**Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

  - a.  Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
  - b.  Participants who are Former Employees

**Distributions.** When may distributions be made from a Participant's Rollover Account?

  - c.  At any time
  - d.  Only when the Participant is otherwise entitled to any distribution under the Plan
  
- 37. **HEART ACT (Plan Section 4.11) (select one or more)**
  - a.  **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
  - b.  **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.

**Reliance on Provider Opinion Letter.** The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(l)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code§415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as Nationwide Financial Services, Inc. Non-Standardized Governmental 401(a) Pre-Approved Plan #001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) \_\_\_\_\_ effective \_\_\_\_\_, by substitute Adoption Agreement page number(s) \_\_\_\_\_. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (Note: The Effective Date may be retroactive or may be prospective.)

The Provider, Nationwide Financial Services, Inc. will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Nationwide Financial Services, Inc. no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Name: Nationwide Retirement Solutions

Address: P.O. Box 182797  
Columbus Ohio 43218

Telephone Number: (877) 496-1630

Email address (optional): \_\_\_\_\_

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: City of Fort Collins

By: \_\_\_\_\_ DATE SIGNED \_\_\_\_\_

APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A. Special effective dates (leave blank if not applicable):

a. [ ] Special effective date(s): \_\_\_\_\_ . For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance)

B. Other permitted elections (the following elections are optional):

a. [ ] No other permitted elections

The following elections apply (select one or more):

b. [ ] Deemed 125 compensation (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.

c. [X] Break-in-Service Rules. The following Break-in-Service rules apply to the Plan.(select 1. or 2.)

1. [ ] Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions) (Plan Section 3.5(e)).

The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):

a. [ ] eligibility purposes

b. [ ] vesting purposes

2. [X] Break-in-Service rules for rehired Employees. The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)

a. [X] all Break-in-Service rules set forth in such Sections.

b. [ ] only the following: \_\_\_\_\_ (specify which provisions apply to the Plan)

d. [X] Beneficiary if no beneficiary elected by Participant (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: 1.) Surviving Spouse 2.) Participant's Estate. ?Beneficiary? means the person (or entity) to whom all or a portion of a deceased Participant's interest in the Plan is payable, subject to the restrictions of Sections 6.2 and 6.6. Upon death, the Participant's surviving spouse is the Beneficiary unless he or she consents to the Participant's naming another Beneficiary. (specify an order of beneficiaries: e.g., children per stirpes, parents, and then step-children).

e. [ ] Joint and Survivor Annuity/Pre-Retirement Survivor Annuity. If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)

1. [ ] Normal form of annuity. Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)

a. [ ] joint and 100% survivor annuity

b. [ ] joint and 75% survivor annuity

c. [ ] joint and 66 2/3% survivor annuity

2. [ ] Pre-Retirement Survivor Annuity. The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)

a. [ ] 100% of a Participant's interest in the Plan.

b. [ ] \_\_\_\_\_ % (may not be less than 50%) of a Participant's interest in the Plan.

f. [ ] Limitation Year (Plan Section 1.30). The Limitation Year for Code §415 purposes will be \_\_\_\_\_ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.

g. [ ] 415 Limits when 2 defined contribution plans are maintained (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:

1. [ ] Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": \_\_\_\_\_

h. [ ] Recognition of Service with other employers (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):



Non-Standardized Governmental 401(a)

	Eligibility	Vesting	Contribution Allocation
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
6. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

**Limitations**

7.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_ (e.g., credit service with X only on/following 1/1/19)

a.       b.       c.

- i.  **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
- 1.  **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: \_\_\_\_\_ (must be definitely determinable and satisfy the parameters set forth at Question 17)
  - 2.  **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.):

**Applicable Participants.** The vesting schedules in Question 17 only apply to:

- a.  Participants who are Employees as of \_\_\_\_\_ (enter date).
- b.  Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).
- c.  Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date).
- d.  Other: \_\_\_\_\_ (e.g., Participants in division A. Must be definitely determinable.)

j.  **Minimum distribution transitional rules** (Plan Section 6.8(c)(5))

**NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:

- 1.  April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
- 2.  April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both: leave blank if both applied effective as of January 1, 1996):
  - a.  A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of \_\_\_\_\_ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
    - 1.  N/A (annuity distributions are not permitted)
    - 2.  Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
    - 3.  Upon the recommencement of distributions, a new Annuity Starting Date is created.
  - b.  A Participant who had not begun receiving required minimum distributions as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
    - 1.  The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

- k.  **Other spousal provisions** (select one or more)
  - 1.  **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: \_\_\_\_\_
  - 2.  **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
  - 3.  **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- l.  **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: \_\_\_\_\_
- m.  **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: A physical or mental impairment which is of such permanence and degree that, as determined by the Employer, a participant is unable because of such impairment to perform any substantial gainful activity for which he/she is suited by virtue of his/her experience, training, or education and that has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months, or can be expected to result in death. The permanence and degree of such impairment shall be supported by medical evidence. If the Employer maintains a long-term disability plan, the definition of Total and Permanent Disability shall be the same as the definition of disability in the long-term disability plan (must be definitely determinable).
- n.  **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): \_\_\_\_\_
- o.  **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
  - 1.  The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
  - 2.  The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: \_\_\_\_\_ (specify which provisions apply and/or modified)
- p.  **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)  
 In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)  
**Limitations.** The following limitations apply to these in-service distributions:
  - 1.  The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
  - 2.  N/A (no limitations)
  - 3.  The following elections apply to in-service distributions at age 62 (select one or more):
    - a.  The minimum amount of a distribution is \$ \_\_\_\_\_ (may not exceed \$1,000).
    - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
    - c.  Distributions may only be made from Accounts which are fully Vested.
    - d.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must be definitely determinable and not subject to discretion).
- q.  **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant’s Account has been invested.

ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A. Loan Limitations. (complete only if loans to Participants are permitted; leave blank if none apply)

- a. [X] Limitations (select one or more):
1. [X] Loans will be treated as Participant directed investments.
2. [ ] Loans will only be made for hardship or financial necessity as specified below (select a. or b.)
a. [ ] hardship reasons specified in Plan Section 6.12
b. [ ] financial necessity (as defined in the loan program).
3. [X] The minimum loan will be \$ 1,000.
4. [X] A Participant may only have one (1) (e.g., one (1)) loan(s) outstanding at any time.
5. [ ] All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
6. [ ] The home loan term will be \_\_\_\_ years. (if not selected, the Administrator establishes the term for repayment of a home loan)
7. [ ] Account restrictions. Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
a. [ ] Account(s) attributable to Employer matching contributions
b. [ ] Account attributable to Employer contributions other than matching contributions
c. [ ] Rollover Account
d. [ ] Transfer Account
e. [ ] Other: \_\_\_\_\_
AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
f. [ ] by determining the limits by only considering the restricted accounts.
g. [ ] by determining the limits taking into account a Participant's entire interest in the Plan.

Additional Loan Provisions (select all that apply; leave blank if none apply)

- b. [X] Loan payments. Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
1. [ ] payroll deduction
2. [X] ACH (Automated Clearing House)
3. [ ] check
a. [ ] Only for prepayment
c. [X] Interest rate. Loans will be granted at the following interest rate (if left blank, then 3. below applies):
1. [X] .5 percentage points over the prime interest rate
2. [ ] \_\_\_\_%
3. [ ] the Administrator establishes the rate at the time the loan is made
d. [X] Refinancing. Loan refinancing is allowed.

B. Life Insurance. (Plan Section 7.5)

- a. [X] Life insurance may not be purchased.
b. [ ] Life insurance may be purchased..
1. [ ] at the option of the Administrator
2. [ ] at the option of the Participant

Limitations

- 3. [ ] N/A (no limitations)
4. [ ] The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
a. [ ] Each initial Contract will have a minimum face amount of \$ \_\_\_\_\_.
b. [ ] Each additional Contract will have a minimum face amount of \$ \_\_\_\_\_.
c. [ ] The Participant has completed \_\_\_\_ Years (or Periods) of Service.
d. [ ] The Participant has completed \_\_\_\_ Years (or Periods) of Service while a Participant in the Plan.
e. [ ] The Participant is under age \_\_\_\_ on the Contract issue date.
f. [ ] The maximum amount of all Contracts on behalf of a Participant may not exceed \$ \_\_\_\_\_.
g. [ ] The maximum face amount of any life insurance Contract will be \$ \_\_\_\_\_.

C. Plan Expenses. Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a. [ ] No
b. [X] Yes

Use of Forfeitures

Forfeitures of Employer contributions other than matching contributions will be:

- c.  added to the Employer contribution and allocated in the same manner
- d.  used to reduce any Employer contribution
- e.  allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- f.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

Forfeitures of Employer matching contributions will be:

- g.  N/A. Same as above or no Employer matching contributions.
- h.  used to reduce the Employer matching contribution.
- i.  used to reduce any Employer contribution.
- j.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

D. Directed investments

- a.  Participant directed investments are NOT permitted.
- b.  Participant directed investments are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Account attributable to Employer contributions
    - b.  Rollover Account
    - c.  Transfer Account
    - d.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

E. Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a.  No, Administrator determines in operation which sources will be accepted.
- b.  Yes

Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)

- 1.  Direct Rollovers. The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
  - a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
  - b.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
  - c.  a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
  - d.  a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
  - e.  a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
  - f.  a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
  - g.  a plan described in Code §457(b) (eligible deferred compensation plan)

Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- b.  The Plan will accept a direct rollover of a Participant loan
- i.  The Plan will only accept a direct rollover of a Participant loan only in the following situation(s): \_\_\_\_\_ (e.g., only from Participants who were employees of an acquired organization).

- 2.  Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer). The Plan will accept a contribution of an eligible rollover distribution (select one or more):
  - a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
  - b.  a plan described in Code §403(a) (an annuity plan)
  - c.  a plan described in Code §403(b) (a tax-sheltered annuity)
  - d.  a governmental plan described in Code §457(b) (eligible deferred compensation plan)
- 3.  Participant Rollover Contributions from IRAs: The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

F. Trustee(s) or Insurer(s). Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(Note: Select a. if not using provided trust. MUST select b and following questions as applicable):

- a.  Do not produce the trust agreement

b. [X] Complete the following UNLESS not selecting supporting forms:

Trustee/Insurer (select a. OR one or more of d. - e.)

c. [ ] Insurer. This Plan is funded exclusively with Contracts (select one or more of 1. - 4)

Name of Insurer(s)

- 1. [ ] \_\_\_\_\_
- 2. [ ] \_\_\_\_\_
- 3. [ ] Use Employer address/telephone number/email
- 4. [ ] Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

d. [ ] Individual Trustee(s)

e. [X] Corporate Trustee

Name of Trust

f. Specify name of Trust (required for FIS trust): City of Fort Collins Police Plan

Individual Trustees (if d. selected above, complete g. - j.)

Directed/Discretionary Trustees. The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

g. [ ] Select for each individual Trustee (skip to next question)

h. [ ] The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)

- 1. [ ] A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)
- 2. [ ] A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)
- 3. [ ] The individual Trustee(s) will serve as a discretionary Trustee over the following assets: \_\_\_\_\_ (may not be selected with 1. or 2.)
- 4. [ ] The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets: \_\_\_\_\_ (may not be selected with 1. or 2.)

Individual Trustee(s) (complete if d. selected above)

i. [ ] Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

a. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

b. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

c. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

d. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

e. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

f. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

g. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

h. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

i. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

Non-Standardized Governmental 401(a)

- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

j. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above: select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

j.  Individual Trustee Address (complete if d. selected above)

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

Corporate Trustee Name/Type/Address (complete if e. selected above)

k.  Name Nationwide Trust Company, FSB

Address/telephone number/email

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: 10 West Nationwide Blvd.
  - b. City: Columbus
  - c. State: Ohio
  - d. Zip: 43215
  - e. Telephone: (877) 496-1630
  - f. Email: \_\_\_\_\_

Directed/Discretionary. The Corporate Trustee is (select 3. - 6. as applicable)

- 3.  A discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
- 4.  A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)
- 5.  A discretionary Trustee over the following plan assets over the following assets: \_\_\_\_\_ (may not be selected with 3. – 4.)
- 6.  A nondiscretionary (directed) Trustee over the following plan assets \_\_\_\_\_ (may not be selected with 3. – 4.)

Signee (optional):

- 7.  Name of person signing on behalf of the corporate Trustee \_\_\_\_\_
- 8.  Email address of person signing on behalf of the corporate Trustee \_\_\_\_\_

Special Trustee for collection of contributions. The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (optional)

l.  Name Randy Bailey

Title:

- 1. Director, Accounting

Address/telephone number/email

- 2.  Use Employer address/telephone number/email
- 3.  Use following address/telephone number/email
  - a. Street: 215 N Mason St
  - b. City: Fort Collins
  - c. State: Colorado
  - d. Zip: 80524
  - e. Telephone: 970-221-6784
  - f. Email: rbailey@fcgov.com

Custodian(s) Name/Address. The Custodian(s) are (optional)

m.  Name(s) \_\_\_\_\_

**Address/telephone number/email**

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Investment in common, collective or pooled trust funds.** The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: *(optional)*

- n.  \_\_\_\_\_ (Specify the names of one or more trust funds in which the Plan can invest)

**Choice of law**

- o.  This trust will be governed by the laws of the state of:
  - 1.  State in which the Employer's principal office is located
  - 2.  State in which the corporate trustee or insurer is located
  - 3.  Other \_\_\_\_\_



ACCEPTANCE OF SPECIAL TRUSTEE

I, the undersigned, accept the appointment as Special Trustee of the City of Fort Collins Police Plan (Plan), and agree to all of the obligations, responsibilities and duties imposed upon the Special Trustee under the Plan and Trust. The sole responsibility of the Special Trustee is to collect contributions owed to the Plan. No other Trustee has the responsibility to collect contributions owed to the Plan.

Randy Bailey  
Director, Accounting



\_\_\_\_\_  
SPECIAL TRUSTEE

5/22/2024

\_\_\_\_\_  
DATE SIGNED



# AGENDA ITEM SUMMARY

City Council

## STAFF

Sue Beck-Ferkiss, Social Policy and Housing Programs Manager  
Jacob Castillo, Chief Sustainability Officer

## SUBJECT

**Resolution 2024-073 Authorizing the Assignment of the City’s Private Activity Bond Allocation for 2024 to Housing Catalyst to Finance the Construction and Rehabilitation of Affordable Housing Units.**

## EXECUTIVE SUMMARY

The purpose of this item is to support the new construction of affordable housing at several locations in the City by assigning the City’s 2024 Allocation of Private Activity Bond (PAB) capacity. PAB capacity is required for development projects using four percent (4%) Low-Income Housing Tax Credit financing.

## STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

## BACKGROUND / DISCUSSION

The State of Colorado Private Activity Bond (PAB) allocation program is established by the Colorado Private Activity Bond Ceiling Allocation Act, Colorado Revised Statutes Section 24-32-1707, et seq., (the Allocation Act). PABs are tax-exempt bonds that can be issued by eligible authorities. The proceeds of the sale of the bonds must be used for specific purposes as determined by the federal Internal Revenue Service. Permitted purposes include, but are not limited to, affordable housing development and rehabilitation which is the City’s prioritized use. Historically, PAB financing has also been used by the City for economic and industrial development purposes.

In 2024, the total PAB capacity amount available statewide is \$734,701,250. Fifty percent of the state ceiling is allocated directly to statewide authorities and the other half is allocated directly to local governments based on population size. The City has been notified that, pursuant to Section 24-32-1706 of the Allocation Act, its allocation from the state for 2023 is \$10,812,010 (Attachment 3). PAB capacity is merely the authority to take on tax exempt debt and is not an allocation of funding. The City will not incur debt by assigning this allocation and this will not affect the City’s credit rating. If a local government does not issue bonds or assign the bond cap to an eligible entity for a local project or projects by September 15 annually, the City allocation automatically reverts to the state’s pool of available bond capacity.

The Colorado Housing and Finance Authority (CHFA) offers a four percent (4%) Low Income Tax Credit Program which is a financing mechanism for the development and rehabilitation of affordable housing. CHFA requires these types of financing deals to include private activity bonds. Historically, Fort Collins had assigned its annual allocation on a first come, first served basis. From 2009 through 2012, the Fort Collins

allocation was not used locally and therefore reverted to the state’s pool of available bond capacity. Since 2013, the City has assigned its full allocation to Housing Catalyst (HC) the Fort Collins Housing Authority, and/or to CHFA for the rehabilitation or construction of affordable rental housing units. Both of these entities have bond issuing authority.

In 2018, the City implemented an application process for requesting the City’s annual allocation of PAB. The guidelines are set forth in the City’s General Financial Policies. Applications are due annually by March 15 and are reviewed by the City PAB committee. Finance policy states that the following factors be considered when making a recommendation for allocation of PAB capacity:

- How well the project meets the land use, economic development and/or affordable housing goals of the City.
- Project feasibility and timing.
- Leverage of other investment into the project.
- Maintenance of or increase in local tax base.
- Competing uses for the City’s allocation.
- Whether the City’s allocation should be used in multiple projects; and
- Whether the application should be considered by any City board or commission.

This year the City received two (2) requests (Attachments 4 and 5) for twice as much available PAB capacity which are summarized as follows:

Applicants	Project	Location	Amount Requested
CARE Housing	Greenbriar-Windtrail Rehab	Fort Collins	\$10,812,010
Housing Catalyst	New Construction Pipeline (Eastbrook and Remington)	Fort Collins	\$10,812,010
<b>Total Requests</b>			<b>\$21,624,020</b>
Available PAB Cap			\$10,812,010

CARE Housing is seeking \$10,812,010 million in PAB Capacity for the rehabilitation of 90 apartment homes at two properties (Attachment 6). The project requires a total of \$16.0 M in PAB capacity.

Housing Catalyst is seeking \$10,812,010 in PAB capacity for their pipeline of qualifying projects, which includes new affordable housing at the Village on Eastbrook (Attachment 7). As the City’s housing authority, it is Housing Catalyst’s mission to provide affordable rental homes to the City’s residents. Housing Catalyst has several projects in the planning stages that will require PAB for financing. Once allocated to Housing Catalyst, the PAB cap can be carried over for up to three (3) years. Housing Catalyst typically pursues a low-income housing tax credit application at least every other year. CHFA has set a limit of no more than \$175,000 of PAB cap per unit. This means this year’s request would support at least 61 affordable homes. Since Housing Catalyst’s pipeline of planned projects is between 143 and 173 homes, PAB cap must be built up over several years to meet the needs of the pipeline of projects.

## City PAB Committee's Findings

The City's PAB committee, made up of staff representatives from Social Sustainability, Economic Health and Finance departments, met and considered the following:

- The committee decided that adding restricted housing to the City of Fort Collins' affordable housing inventory is a current City priority.
- The Committee considered using the 2024 allocation in multiple projects.
- The Committee considered project feasibility and timing.
- The Committee considered the completeness of the information provided.
- Lastly the Committee decided to bring recommendations to the Affordable Housing Board.

## City PAB Committee's Recommendations

Based on the criteria listed in the Finance Policy and the City's affordable housing goals, the Committee recommends approving Housing Catalyst's application and allocating the City's 2024 PAB capacity to them. CARE Housing's application was incomplete and that brought into question project feasibility and timing in terms of readiness to proceed.

Council must adopt a resolution assigning the 2024 PAB Allocation to Housing Catalyst to allow Housing Catalyst to issue bonds for qualifying projects. Additionally, the City will enter into Assignment of Allocation Agreement to complete the transaction.

## CITY FINANCIAL IMPACTS

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The City will not issue Private Activity Bonds and the bonds will not be the obligations of the City. The debt service on the bonds will be repaid from revenue generated by the housing developments and does not constitute a debt of the City. This action will not affect the City's credit rating. The construction of new units will require goods and labor which will benefit the local economy.

## BOARD / COMMISSION / COMMITTEE RECOMMENDATION

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The Affordable Housing Board considered this request at their May 2, 2024, meeting and supports the PAB Committee's recommendation (Attachment 8).

## PUBLIC OUTREACH

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The Affordable Housing Board heard this matter at their hybrid May meeting which was open to the public. The process to seek PAB capacity is detailed on the Social Sustainability Department's web page and the guidelines are set forth in the City's General Financial Policies.

## ATTACHMENTS

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1. Resolution for Consideration
2. Exhibit to Resolution
3. 2024 City Allocation Letter
4. CARE Housing Combined Letter and Request, March 15, 2024
5. Housing Catalyst Request, March 15, 2024
6. Greenbriar-Windtrail Location Map
7. Village on Eastbrook Location Map
8. Affordable Housing Board DRAFT Minutes, May 2, 2024

RESOLUTION 2024-073  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE ASSIGNMENT OF THE CITY'S PRIVATE  
ACTIVITY BOND ALLOCATION FOR 2024 TO HOUSING  
CATALYST TO FINANCE THE CONSTRUCTION AND  
REHABILITATION OF AFFORDABLE HOUSING UNITS

A. The City of Fort Collins is authorized and empowered under the laws of the State of Colorado to issue revenue bonds for purposes including the financing of affordable housing projects for low- and moderate-income persons and families.

B. The Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State of Colorado (the "State Ceiling").

C. Pursuant to the Code, the Colorado General Assembly adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among various State and local governmental units, and further providing for the assignment of such allocations from such governmental units to any entity or person with the authority to issue bonds.

D. Pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the City has received a direct allocation of the 2024 State Ceiling for the issuance of Private Activity Bonds in the aggregate principal amount of \$10,812,010 (the "2024 Allocation").

E. If the City does not issue bonds or assign its annual allocation to another entity by September 15 of each year, its allocation is relinquished to the statewide balance.

F. The City received applications for the 2024 Allocation from two entities: Housing Catalyst and CARE Housing.

G. The City's Private Activity Bond Committee considered the applications and recommends assigning the City's entire 2024 Allocation to Housing Catalyst.

H. Housing Catalyst proposes using the entire \$10,812,010 of the 2024 Allocation to develop its pipeline of qualifying affordable projects within the City of Fort Collins, which includes new affordable housing at the Village on Eastbrook (the "Housing Catalyst Projects").

I. Housing Catalyst has expressed its willingness to attempt to issue Revenue Bonds in the amounts proposed.

J. The City Council finds that the 2024 Allocation can be utilized most efficiently by assigning it to Housing Catalyst to issue Private Activity Bonds for financing

the Housing Catalyst Projects, and that such assignment will advance the City’s objective of increasing the availability of adequate affordable housing for low- and moderate-income persons and families within the City.

K. The Council wishes to assign the 2024 Allocation to Housing Catalyst, which assignment is to be evidenced by an Assignment of Allocation #1.

L. A draft of the proposed Assignment of Allocation #1 is attached as Exhibit “A” and incorporated herein by reference.

M. This Resolution shall not be construed as constituting City Council approval, support for approval, or waiver of any City regulatory requirement, including any development review process whether administrative or quasi-judicial, for any project referenced herein.

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. The City Council hereby approves assignment to Housing Catalyst of TEN MILLION EIGHT HUNDRED TWELVE THOUSAND TEN DOLLARS (\$10,812,010) of the City’s 2024 Allocation for the Housing Catalyst Projects as described herein.

Section 2. The City Council hereby authorizes the Mayor to execute an Assignment of Allocation with Housing Catalyst in substantially the form attached as Exhibit “A” along with such other terms and conditions as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Passed and adopted on June 4, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 4, 2024  
Approving Attorney: Ted Hewitt

EXHIBIT A TO RESOLUTION 2024-073

**ASSIGNMENT OF ALLOCATION #1**

THIS ASSIGNMENT (the “Assignment”), dated \_\_\_\_\_, 2024 is between the City of Fort Collins, Colorado, a municipal corporation (the “Assignor”), and Housing Catalyst, a body corporate and politic (the “Assignee”).

**RECITALS**

A. The Assignee intends to finance the construction of affordable housing within the City of Fort Collins, all for households with incomes ranging from 30% to 80% of area median income, and consistent with the objectives outlined in the City’s Housing Strategic Plan (collectively, the “Projects”.) The Projects will each be designed to qualify as a “project” within the meaning of Title 29, Article 4, Part 2, Colorado Revised Statutes, as amended (the “Act”).

B. The Assignee intends to provide for the issuance of its Multifamily Housing Revenue Bonds (the “Proposed Bonds”), pursuant to the provisions of the Act for the purpose of financing the Projects.

C. The Assignee has requested that the Assignor assign to the Assignee \$10,812,010 of the Assignor’s 2024 allocation (the “Allocation”) under the bond ceiling for the State of Colorado and its issuing authorities (“the State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986 (the “Code”) as provided for the Assignor as a “designated local issuing authority” under part 17 of article 32 of title 24, Colorado Revised Statutes (the “Allocation Act”), for use in connection with the financing of the Projects.

D. Subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept, such Allocation from the State Ceiling.

**ASSIGNMENT**

In exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns and transfers to the Assignee \$10,812,010 of the Assignor’s 2024 Allocation from the State Ceiling for private activity bonds. The Assignor and the Assignee understand that such assigned allocation shall automatically be relinquished to the “Statewide Balance” as defined under the Allocation Act unless (a) the Proposed Bonds are issued by the Assignee on or before September 15, 2024, or (b) Section 24-32-1706(3)(c), C.R.S., applies.

2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

3. The Assignee hereby:

(a) accepts the assignment of the Assignor’s Allocation from the State Ceiling described above;

EXHIBIT A TO RESOLUTION 2024-073

(b) agrees to use its best efforts to issue and use the Proposed Bonds for the purpose of financing the Projects; and

(b) agrees to abide by each of the terms and conditions of this Assignment in connection with the use of such Allocation.

4. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the assignment set forth herein as an allocation for a project with a carryforward purpose.

5. This Assignment shall not constitute a debt or indebtedness or financial obligation of the Assignor within the meaning of the constitution or statutes of the State of Colorado, nor give rise to a pecuniary liability or charge against the general credit or taxing power of the Assignor.

6. This Assignment shall not be construed to constitute City of Fort Collins approval, support for approval, or waiver of any City regulatory requirement, including any development review process whether administrative or quasi-judicial, for any Project funded with the Proposed Bonds.

[The remainder of this page is intentionally left blank]



EXHIBIT A TO RESOLUTION 2024-073

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

CITY OF FORT COLLINS, COLORADO,  
as Assignor

\_\_\_\_\_  
Jeni Arndt, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Assistant City Attorney  
\_\_\_\_\_  
(print name)

HOUSING CATALYST, as Assignee

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

ATTEST:

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



## Private Activity Bond Direct Allocations – 2024

2023 Colorado Private Activity Bond Direct Allocations

Statewide Population in 2023: 5,877,610

Private Activity Bond Cap available in 2024: \$734,701,250

Per Capita Multiplier: \$125

Table 1: Allocations to Designated Local Issuing Authorities

Local Issuer	Population	Population as % of State Population	PAB Cap
Denver	717,382	12.21%	\$44,836,357
Colorado Springs	488,373	8.31%	\$30,523,317
Aurora	393,886	6.70%	\$24,617,884
Douglas County	232,760	3.96%	\$14,547,531
El Paso County	226,903	3.86%	\$14,181,423
Jefferson County	203,947	3.47%	\$12,746,682
Fort Collins	172,992	2.94%	\$10,812,010
Lakewood	155,661	2.65%	\$9,728,783
Thornton	144,665	2.46%	\$9,041,551
Arapahoe County	136,034	2.31%	\$8,502,112
Arvada	124,052	2.11%	\$7,753,280
Weld County	119,637	2.04%	\$7,477,340
Adams County	117,100	1.99%	\$7,318,720
Westminster	115,945	1.97%	\$7,246,554
Pueblo	113,030	1.92%	\$7,064,348
Greeley	110,920	1.89%	\$6,932,476
Centennial	107,529	1.83%	\$6,720,575
Boulder	106,353	1.81%	\$6,647,089
Larimer County	104,294	1.77%	\$6,518,363
Longmont	100,443	1.71%	\$6,277,708
Mesa County	91,538	1.56%	\$5,721,154
Castle Rock	79,611	1.35%	\$4,975,659
Loveland	78,432	1.33%	\$4,901,984
Broomfield	76,662	1.30%	\$4,791,378
Grand Junction	68,051	1.16%	\$4,253,193
Commerce City	65,403	1.11%	\$4,087,661
Garfield County	62,669	1.07%	\$3,916,783
Parker	62,027	1.06%	\$3,876,703
Boulder County	58,570	1.00%	\$3,660,653



Table 1: Allocations to Designated Local Issuing Authorities (continued)

Local Issuer	Population	Population as % of State Population	PAB Cap
Pueblo County	57,481	0.98%	\$3,592,575
Eagle County	55,659	0.95%	\$3,478,699
Littleton	45,030	0.77%	\$2,814,364
Brighton	41,394	0.70%	\$2,587,111
Northglenn	38,690	0.66%	\$2,418,119
Windsor	38,538	0.66%	\$2,408,618
La Plata County	37,346	0.64%	\$2,334,127
Erie	34,309	0.58%	\$2,144,308
Englewood	33,892	0.58%	\$2,118,260
Fremont County	32,363	0.55%	\$2,022,692
Delta County	31,791	0.54%	\$1,986,957
Wheat Ridge	31,416	0.53%	\$1,963,487
Lafayette	31,096	0.53%	\$1,943,480
Summit County	30,787	0.52%	\$1,924,167
Fountain	30,207	0.51%	\$1,887,925
Morgan County	29,491	0.50%	\$1,843,192
Elbert County	28,006	0.48%	\$1,750,392
Montezuma County	26,640	0.45%	\$1,665,014
Routt County	25,194	0.43%	\$1,574,604
Teller County	25,017	0.43%	\$1,563,593
Evans	23,077	0.39%	\$1,442,290
Montrose County	22,886	0.39%	\$1,430,400
Montrose	21,204	0.36%	\$1,325,266
Golden	21,043	0.36%	\$1,315,199
Logan County	20,948	0.36%	\$1,309,226
Chaffee County	20,396	0.35%	\$1,274,746
Durango	19,588	0.33%	\$1,224,222
Louisville	19,523	0.33%	\$1,220,196
Otero County	18,416	0.31%	\$1,150,989
Firestone	18,161	0.31%	\$1,135,070
Johnstown	18,053	0.31%	\$1,128,338
Park County	18,019	0.31%	\$1,126,200
Canon City	17,537	0.30%	\$1,096,062
Gunnison County	17,384	0.30%	\$1,086,502
Pitkin County	16,968	0.29%	\$1,060,516
Alamosa County	16,685	0.28%	\$1,042,836
Frederick	16,641	0.28%	\$1,040,067
<b>Total</b>	<b>5,665,745</b>	<b>96.40%</b>	<b>\$354,109,080</b>

These calculations for municipalities and counties use population estimates from 2022, as these are the most recent year for which these estimates are available. The population of the state in 2022 was 5,839,926.

Total cap available to the Statewide Balance: \$13,241,545

Total cap available to designated local issuing authorities and the Statewide Balance: \$367.350,625



Table 2: Allocations to Statewide Issuing Authorities

State Issuing Authority PAB Cap	PAB Cap
Colorado Housing and Finance Authority	\$362,350,625
Colorado Agricultural Development Authority	\$5,000,000
<b>Total</b>	<b>\$367,350,625</b>



March 15, 2024

Dear Ms. Sue Beck-Ferkiss,

I am writing to request an allocation of private activity bonds (PABs) for the rehabilitation of CARE Housing's Greenbriar and Windtrail apartments. CARE Housing is the owner of these communities and will be the developer for this project that will preserve the affordability of housing opportunities in Fort Collins.

The Greenbriar-Windtrail rehabilitation project fits within the criteria of PAB use for the preservation of affordable housing and it aligns with the City's Housing Strategic Plan.

Under current law, an affordable housing project can receive the 4% LIHTC on 100% of the qualified low-income units if the project is financed at least 50% with tax-exempt bonds. This rehabilitation project will need a total of \$16 million in PABs to meet the 50% PAB test for the 4% LIHTC application we will be submitting in July 2024.

I would like to request that you consider allocating private activity bonds available for 2024 to our project. We have also applied to Larimer County for PABs and an allocation from the City of Fort Collins will help this project meet its funding needs so we may begin the rehab in early 2025.

We will ask either the Colorado Housing and Finance Authority or Housing Catalyst to serve as the bond issuer for these PABs. CARE Housing will confirm this information later this year.

If you require any additional information or would like to discuss the project further, please do not hesitate to contact me. Thank you for considering our request.

Sincerely,

*Kim Iwanski*

Kim Iwanski  
Director of Housing Development

1303 W. Swallow Road Bldg. 11, Fort Collins, CO 80526  
www.carehousing.org (970)282-7522 or TTY (800)659-2656





## City of Fort Collins Private Activity Bonds Request

March 15, 2024

### Applicant Information:

CARE Housing, 1303 West Swallow Road, Bldg. 11, Fort Collins, CO 80526

### Contacts:

- Kim Iwanski, Director of Housing Development, 970-218-1829, kiwanski@carehousing.org
- Tatiana Zentner, Housing Development Project Manager, 970-420-5704, tzenter@carehousing.org

### Amount requested:

CARE Housing is requesting \$10,812,010 million in Private Activity Bonds (PABs) for the rehabilitation of 90 affordable apartments at our Greenbriar and Windtrail Apartment communities. The rehab of these two properties will be combined under one tax credit partnership. This rehab project needs a total of \$16 million in PABs. We have a pending request submitted to Larimer County on March 1, 2024, for \$6.5 million in PABs.

### Bond counsel contact information:

The bond issuer will be Housing Catalyst or CHFA. CARE Housing will confirm the bond issuer later this year.

### CARE Housing's local projects and history of operations:

During its 32 years in business, CARE has developed seven affordable housing communities in Northern Colorado and our eighth community is underway now. Seven of these communities are in Fort Collins and one is in Windsor. Over 1,400 individuals, half of whom are children, call CARE Housing "home."

CARE Housing recently completed a rehabilitation of its Swallow Road Apartments in 2022. This property is comprised of 84 two- and three-bedroom units. This rehab was very similar to our upcoming rehab, with the goal of maintaining affordability while reviving and restoring an aging apartment community. The Swallow Road Apartment rehab involved extensive updates to apartments while residents were living onsite. Since this was a recent project with a similar scope, existing CARE staff are experienced in executing this project, including the logistics involved with moving residents temporarily as apartments are renovated.

1303 W. Swallow Road Bldg. 11, Fort Collins, CO 80526  
[www.carehousing.org](http://www.carehousing.org) (970)282-7522 or TTY (800)659-2656



EQUAL HOUSING  
OPPORTUNITY

**CARE Housing’s projects completed in Northern Colorado:**

- Greenbriar (1994): New construction, 40 units
- Swallow (1996): New construction, 40 units
- Eagle Tree (1998): New construction, 36 units
- Windtrail (2001): New construction, 50 units
- Fairbrooke Heights (2002): New construction, 36 units
- Cottonwood Townhomes (2007-08): Acquisition/Rehabilitation, 37 Units
- Provincetowne Green (2011): New construction, 85 units
- Swallow Road Apartments (2022): Acquisition/Rehabilitation, 84 Units
- Heartside Hill (to be completed June 2025): New construction, 72 units

**Number of years doing business in the State of Colorado and a Certificate of Good Standing from the Secretary of State’s office:**

CARE Housing has been in business in Colorado for 32 years. Attached is our Certificate of Good Standing.

**Description of assets to be purchased or constructed:**

CARE Housing is requesting City funds to assist in rehabilitating apartments at two CARE Housing properties: Greenbriar and Windtrail. CARE Housing will be the General Partner, developer, owner, and property manager. CARE Housing owns both Greenbriar and Windtrail apartments. Greenbriar, built in 1994-95, is a 40-unit multifamily affordable housing community located at 400–434 Butch Cassidy Dr in Fort Collins. Windtrail, built in 2001, is a 50-unit multifamily affordable housing community located at 2120 Bridgefield Ln (40 Units) and 945 Rolland Moore Dr (10 units) in Fort Collins.

Greenbriar, built in 1994-95, is a 40-unit multifamily affordable housing community located at 400 – 434 Butch Cassidy Dr in Fort Collins. This property was developed utilizing Low-Income Housing Tax Credits (LIHTC) in 1994, therefore the land and associated 40 units have affordability restrictions. This project will extend the affordability restrictions of the Greenbriar property. The Greenbriar property needs significant repairs/replacement of the sewer and unit plumbing lines. The Greenbriar exterior sewer line that runs from the buildings to the City main line has been affected by shifting ground and tree roots. This has caused them to have blockages, which lead to backups in apartments impacting residents. CARE continues to be proactive by addressing what is possible on the surface, but there is a need to install new lines throughout the property. It is ideal to accomplish a large project like this when buildings are vacant as there is a need to have extended periods of time that water is shut off. The impact of repairs on this large scale means that we will need to do work under the parking lot. CARE intends to do other parking lot repairs/repaving during the rehabilitation of the Greenbriar property. By addressing this substantial capital improvement, the property will align with the City of Fort Collins’ goal that all its citizens can live in safe, quality, and affordable housing.

Windtrail, built in 2001, is a 50-unit multifamily affordable housing community located at 2120 Bridgefield Ln (40 Units) and 945 Rolland Moore Dr (10 units) in Fort Collins. This property was also developed with LIHTC and maintains affordability restrictions. CARE currently has 10 units designated specifically for seniors (55+) and we will continue to keep the 10 units designated for seniors after the rehabilitation of the property.

### Explanation of how the project aligns with City objectives:

**Investing in this project will impact many of the goals in the 2021 Housing Strategic Plan.** Most significantly, this project will preserve existing affordable housing. The upgrades will ensure healthy housing for our community and extend affordability restrictions to housing that has currently surpassed its affordability mandate.

The rehabilitation of both properties will reset the affordability restrictions for an additional extended period of time. This aligns with the City of Fort Collins' goal of **preserving existing affordable housing**. Additionally, proceeds realized during this transaction will be directly invested into the creation of more affordable housing units in the City of Fort Collins. CARE Housing will leverage these funds to provide and preserve additional affordable housing as part of our five-year development pipeline.

Following the City goal of **Healthy Homes**, the rehabilitation of these properties will provide the following necessary updates: new furnaces and air conditioning systems will improve air quality in the homes; sustainable and energy-efficient appliances, water heaters, lighting, windows, and water fixtures will improve resident health and overall quality of life. Other amenities to improve our resident experience include covered bicycle storage, community Wi-Fi, washers/dryers in each unit, and an upgraded residential clubhouse to enhance our resident services and community engagement programming.

We have hired a sustainability consultant, Energetics, whose role is to ensure this rehab meets Enterprise Green Communities and Energy Star requirements. We will host a design charrette in Spring 2024 to assess the design and strategize the method for achieving our sustainability and energy goals.

CARE Housing promotes **inclusivity and diversity** as outlined in the Housing Strategic Plan. CARE residents are a key component to the organization, and we strive to "lead with the resident's voice." Our organization values their input and inclusion to ensure that each of our properties truly feel like their community and home. In 2023 CARE launched the Resident Council--a resident-driven group committed to helping improve their experience living in CARE's communities. We have added three residents from that resident council to CARE's Board of Directors. CARE also utilizes community conversations, surveys, and consistent interactions with our residents to ensure we continue to promote vibrant and sustainable communities.

Housing retention is also important to our organization. CARE Housing has a robust resident services program, with an emphasis on housing stability. These services include the Eviction Prevention Program (EPP), which works with residents who have violated their lease to cure the issue by developing an action plan followed by regular progress check-ins. Another housing stability service is CARE's Sister Mary Alice Legacy Fund, a program that helps residents facing a financial emergency, such as medical expenses, car repairs, and temporary loss of income.

### Number of housing units and target demographics:

This development will rehabilitate 90 rental homes for families, seniors, and individuals with disabilities who earn 30-60% of the area's median income. CARE is considering incorporating project-based vouchers to help deepen the affordability for residents through a partnership with a local housing authority.



The AMI unit breakdown is as follows:

- **5 units at 30% AMI**
- **25 units at 40% AMI**
- **25 units at 50% AMI**
- **35 units at 60% AMI**

**Senior Preference: The Windtrail property has 10 units** designated for seniors. CARE Housing will maintain this designation after the completion of rehabilitation.

**Statement from bond counsel that project is eligible for Private Activity Bonds:**

This statement will be provided once the appropriate bond issuer is determined.



March 15, 2024

Jacob Castillo  
Chief Sustainability Officer  
City of Fort Collins  
P.O. Box 580  
Fort Collins, CO 80522

RE: Request for assignment of 2024 Private Activity Bonding Authority

Dear Mr. Castillo:

Housing Catalyst respectfully requests assignment from the City of Fort Collins’ 2024 Private Activity Bond (PAB) cap for the purpose of affordable housing development. As the primary developer and operator of affordable housing in Northern Colorado and the housing authority for the City of Fort Collins, Housing Catalyst intends to utilize this authorization to further expand affordable housing opportunities within the City.

As a quasi-governmental entity formed under the state housing statute, Housing Catalyst will be the direct issuer of bonds utilizing the PAB allocation. Therefore, the City of Fort Collins will not be required to provide assistance, nor incur any costs associated with the utilization of the authorized PAB cap.

**Housing Catalyst contact information for this request:**

Kristin Fritz, Chief Real Estate Officer  
415-531-5617 / kfritz@housingcatalyst.com  
1715 W. Mountain Ave., Fort Collins, CO 80521

**Amount of Allocation Requested: \$10,812,010**

Housing Catalyst is requesting the full amount of \$10,812,010 of the City of Fort Collins’ 2024 PAB allocation. Once PAB cap is allocated to Housing Catalyst, it can be carried over or maintained for 3 years to allow for its utilization in an approved project. Housing Catalyst maintains a robust development pipeline to continue to address the enormous need for



affordable housing in the community. Any PAB allocation awarded to Housing Catalyst will be utilized to meet this need, either through partnerships or Housing Catalyst’s own pipeline of new construction and preservation projects. Over the past 10 years, Housing Catalyst has developed/preserved over 850 affordable housing units utilizing PAB cap from the City of Fort Collins, Larimer County, and the State of Colorado. This PAB allocation will be dedicated to the Village on Eastbrook and the Remington Parking Lot Redevelopment, in addition to future pipeline projects, including Housing Catalyst properties that have reached their 15-year timeline for renovation.

<b><i>Village on Eastbrook</i></b>	<b><i>Affordable Housing on the site of the Remington Parking Lot</i></b>
<ul style="list-style-type: none"> <li>• <i>Total PAB Need: \$17,000,000</i></li> <li>• <i>73 units, 30 – 80 % AMI</i></li> <li>• <i>Awarded highly competitive Proposition 123 Land Banking Grant</i></li> <li>• <i>Fully entitled, shovel-ready project</i></li> <li>• <i>LIHTC Application Submission: 2024</i></li> <li>• <i>Begin Affordable Housing Construction: 2025</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Total PAB Need: \$19,000,000</i></li> <li>• <i>70-100 Units, 30 – 80% AMI</i></li> <li>• <i>Partnership with the City of Fort Collins</i></li> <li>• <i>LIHTC Application Submission: 2025</i></li> <li>• <i>Begin Affordable Housing Construction: 2026</i></li> </ul>

Currently, Housing Catalyst has \$19,948,201.50 in PAB cap from previous years’ awards that it will utilize for the Eastbrook and Remington projects, in addition to any awards received in 2024 (Housing Catalyst has a pending request for Larimer County’s \$6,518,363 allocation). CHFA has limited PAB per unit to no more than \$175,000. Utilizing this calculation, the \$10.812 million we are requesting will support 61 affordable housing units. The current size of Housing Catalyst’s pipeline projects is between 143 and 173 units, and we are therefore requesting allocations now to build enough cap to meet the needs of the pipeline in the future.

***All PAB awarded to Housing Catalyst will be used for current and future affordable housing projects.***

**Bond Counsel Firm:**

Gilmore & Bell, P.C.      Principal Contact: Ryan Warburton  
 15 West South Temple, Suite 250, Salt Lake City, UT 84101  
 801-258-2726 / rwarburton@gilmorebell.com



**Description of Applicant’s Local Projects and History of Operations:**

Housing Catalyst is the largest affordable housing developer and property management company in Fort Collins. Founded in 1971 with just one employee, Housing Catalyst now has a staff of more than 100 employees. Housing Catalyst is committed to serving very-low-income households in Northern Colorado and is a leader in developing and managing properties that best meet the needs of the community.

Housing Catalyst’s affordable housing real estate development experience spans more than 15 years and includes both new construction and rehabilitation. Our development portfolio includes 1,047 affordable units in 11 developments financed with both 4% and 9% federal and state Low Income Housing Tax Credits, private activity bonds, CDBG, HOME, Division of Housing, and other local, state and federal funding sources. With this combination of public and private financing, Housing Catalyst secures long-term financing for each development. Housing Catalyst has also been instrumental in creating an additional 600+ affordable housing units through various partnerships with nonprofit and private developers.

Housing Catalyst successfully owns and operates an extensive portfolio of mixed-income developments, manages federal housing vouchers, and provides resident services. In 2022, Housing Catalyst supported 1,794 local families with housing voucher assistance, supported more than 500 residents through its Residents Services programs and its two Permanent Supportive Housing developments, and served 2,179 residents living in Housing Catalyst-managed homes with affordable rents.

Housing Catalyst uses a Triple Bottom Line model to build healthy and sustainable affordable communities. We are led by a skilled executive team with extensive experience in real estate acquisition, development, management, and financial administration. We create vibrant, sustainable communities, incorporating green building design into all our ventures and serving as a model for high standards in asset and property management, as evidenced by numerous awards for project design, innovations, environmental sustainability, accountability, and financial reporting.

***See Attachment A for a summary of local affordable housing development projects.***

**Number of Years Entity has been doing business in State of Colorado: 52 years**



**Certificate of Good Standing:**

Housing Catalyst was originally formed as the Housing Authority of the City of Fort Collins in 1971 under state statute. As a result, this legal entity does not maintain a corporate filing with the Colorado Secretary of State office and therefore is not required to maintain a Certificate of Good Standing under that entity. The Colorado Department of Local Affairs maintains a database at <https://dola.colorado.gov/lgis/> of active local government entities, which includes Housing Catalyst.

**Description of Assets to be Purchased or Constructed:**

*Village on Eastbrook*

Housing Catalyst has been presented with a unique opportunity to provide new, expedited affordable housing to our community. In 2023, a local developer approached Housing Catalyst with an offer to sell a 2.9-acre parcel of vacant land in a location with many nearby amenities, including a high school, shopping, services, and employment opportunities. Not only does the sale include this prime parcel of land, but it also includes the architectural plans, permits, and approvals for a fully entitled, 73-unit apartment complex. The project was designed by ALM2S, a local architect, who has previous experience working with Housing Catalyst on successful projects. This shovel-ready residential project is a beautiful 3-story, elevator-served building with 44 one-bedroom units and 29 two-bedroom units, as well as a playground and community space.

In addition, Housing Catalyst was awarded a highly competitive Proposition 123 land banking grant, which will fund the \$1.61 million acquisition of the Eastbrook project site. This funding will be received in the spring of 2024 and the purchase of the land will follow. The Final Development Plan, Development Agreement, Building Specifications, and Building Permits are all approved and ready to be issued by the City of Fort Collins. Upon acquisition, Housing Catalyst will continue to work with the existing land planner, architect, and engineering team, all of which Housing Catalyst has worked with on other projects, for a seamless transition that keeps the development moving forward without delay. Housing Catalyst plans to submit a 4% LIHTC application in 2024 and break ground in 2025.

A top priority for Housing Catalyst is to utilize development and partnerships to increase the supply of affordable housing in the community. In alignment with this mission, Housing Catalyst



is working with outside partners to strategically align resources and timing that will ensure the ability for multiple projects to proceed. As a result of this effort, the Village on Eastbrook can proceed with non-competitive tax credits by utilizing larger partnership fees from other local projects. We strongly believe this approach will provide the greatest benefit to the community while keeping this important project on track for development.

*Remington Parking Lot Redevelopment*

In April 2022, the City of Fort Collins and Housing Catalyst signed a Memorandum of Understanding to redevelop the Remington Surface Parking Lot as a mixed-use, infill development that includes affordable housing. The MOU stipulates that a 99-year ground lease or purchase option will be executed to transfer control of the site to Housing Catalyst. The current plan is to only transfer the portion of the site that is necessary for the affordable housing development, leaving the remaining parking area intact for future development. This is a rare opportunity to deliver additional affordable housing downtown because this prime real estate is owned by the City of Fort Collins and the City has engaged Housing Catalyst to bring affordable housing to the site.

The redevelopment of the Remington Parking Lot is still in the early stages. As a partnership with the City involving land that is currently owned by the City and serves as parking for downtown residents and businesses, this is a complex project that requires a great deal of planning, negotiation, and coordination. Housing Catalyst has worked with a land planner to develop preliminary concepts for the site and conducted ground water testing to determine underground parking feasibility, as well as environmental reports. Next steps include hiring a design team and refining the site control to specify only specific parcels needed for the development. Housing Catalyst will submit a 4% LIHTC application in the Summer of 2025, with construction starting in Summer 2026.

Both the Village on Eastbrook and the Remington Parking Lot redevelopment will utilize affordable housing financing tools including 4% federal tax credits, Larimer County and City of Fort Collins Private Activity Bond, local CDBG and HOME funds, Colorado Division of Housing resources, housing vouchers, and significant owner equity.

***See Attachment B for additional project information.***



**Explanation of how project aligns with City objectives:**

Housing Catalyst is the primary affordable housing provider, developer, and operator in the City of Fort Collins and is a public housing authority formed under state statute. All of our projects align with the objectives outlined in the City of Fort Collins 2021 Housing Strategic Plan.

**Number of Housing Units and Target Demographics:**

There is a significant shortage of affordable housing units in the community with 99% of the affordable housing units in the area occupied. According to a recently conducted market analysis for Housing Catalyst, there is significant demand for additional family LIHTC rental housing in the area, as evidenced by the low vacancy rates; lengthy waitlists and wait times up to 4 years; the projected renter household growth; and the relatively limited supply of new family LIHTC units in the local development pipeline.

*Village on Eastbrook*

This project, with its vibrant design, diverse unit mix, amenities, and elevator will be designed for intergenerational living to support the health and well-being of all ages through social interaction and community connections. All units will be between 30% and 80% AMI, with an average AMI of 60%. Housing Catalyst will work with existing local partners such as the Partnership for Age Friendly Communities, the Colorado State University Institute for the Built Environment’s (IBE) Lifelong Homes Initiative, and other community groups to create an intergenerational community at the Village on Eastbrook.

In a deliberate effort to help address the physical and mental impacts of loneliness commonly found in seniors in our society, the Village on Eastbrook will focus on ways the built environment and programming can foster connectivity. Housing Catalyst is uniquely positioned to offer this type of community due to its extensive local partnerships and holistic property management, maintenance, and service programs.

*Remington Parking Lot*

This development will be a counterpart to Housing Catalyst’s Oak 140 development, a 79-unit development in partnership with the Downtown Development Authority adjacent to the Remington Parking Lot that opened in January 2023 and was fully leased within 5 months.



As a complement to Oak 140, which has a majority of one-bedroom units, Housing Catalyst is planning a residential building with a larger number of 2-bedroom units to expand the accessibility of affordable housing downtown. The Remington site could have between 70 and 100 units and will serve a range of incomes, with units available to those earning between 30% and 80% of AMI, while being 100% deed restricted affordable housing.

Housing Catalyst provides more than a place to live. Our goal is to support residents of all ages for long-term stability. Through our Resident Services Program, we provide direct services and connections to local resources that are vital in supporting our residents. We work with dozens of other nonprofits, service providers and initiatives in our community to expand our residents' opportunities and help them reach their educational, employment and economic goals. Our programs focus on four areas:

- **Stability:** Working with residents to ensure they can remain in their homes.
- **Health and Wellness:** Providing a range of activities to support our residents' mental, physical and social wellbeing.
- **Education:** Supporting our resident parents and their children in achieving success at school.
- **Community Engagement:** Organizing activities to cultivate community bonds and nurture a sense of belonging.

**Statement from Bond Counsel of Project Eligibility:** See Attachment C

Thank you for your consideration. I am happy to provide any additional information as needed.

Sincerely,



Kristin Fritz  
Chief Real Estate Officer





# ATTACHMENT A

# DEVELOPMENT RESUME

Housing Catalyst is the largest affordable housing developer and property management company in Fort Collins. Housing Catalyst’s affordable housing real estate development experience spans more than 15 years and includes both new construction and rehabilitation. Our development portfolio includes 1,047 affordable units in 11 developments financed with Low Income Housing Tax Credits, private activity bonds, and other local, state and federal funding sources. With this combination of public and private financing, Housing Catalyst secures long-term financing for each development.

Housing Catalyst uses a Triple Bottom Line model to build healthy and sustainable affordable communities. We are led by a skilled executive team with extensive experience in real estate acquisition, development, management, and financial administration. We create vibrant, sustainable communities, incorporating green building design into all our ventures and serving as a model for high standards in asset and property management, as evidenced by numerous awards for project designs, innovations, environmental sustainability, accountability, and financial reporting.

Housing Catalyst has secured housing tax credits and other local and federal funding sources for the following recent developments and renovations:

## VILLAGE ON IMPALA

EARLY 2025

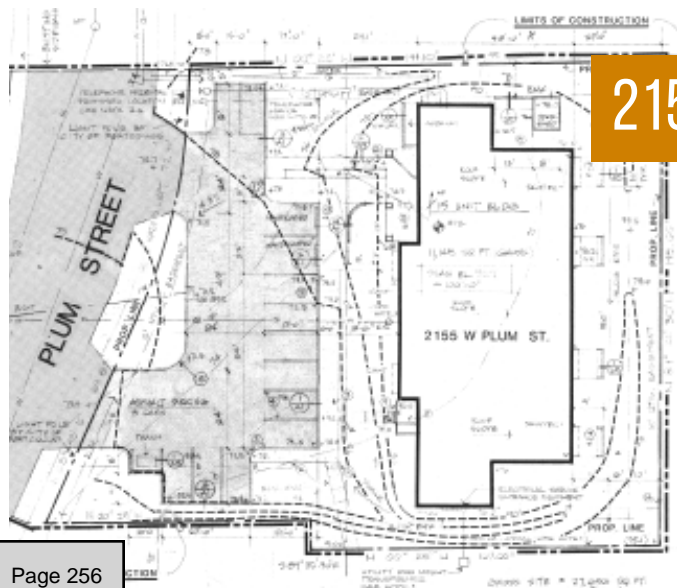
- (86) 1, 2 & 3 bedroom apartments serving 30% - 70% AMI
- \$44.8M new construction and renovation
- 4% LIHTC, \$17.8M federal tax credit investment, \$19.5M Private Activity Bonds, Section 18 Disposition Proceeds, DOH, HOME, CDBG



## 2155 W. PLUM

LATE 2024

- (15) 1 bedroom apartments
- Serving 50% AMI or below
- \$3.2M renovation
- Section 18 Disposition Proceeds, CDBG, HOME, Efficiency Works Rebates, Villages Ltd. Equity



# VILLAGE ON BRYAN

2023

- (27) 1 & 2 bedroom apartments
- Serving 50% - 60% AMI and below
- \$3M renovation
- CDBG, HOME, Villages Ltd. Equity



# OAK 140

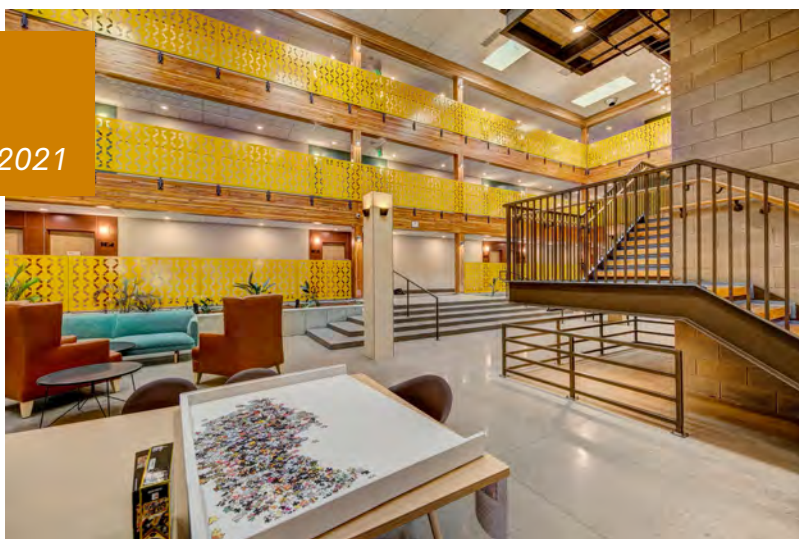
2023

- (79) Studio, 1 & 2 bedroom apartments serving 30% - 80% AMI
- Downtown Fort Collins location
- \$31.5M new construction
- 4% LIHTC, \$13.6M federal and state tax credit investment, \$19.3M Private Activity Bonds, DDA equity, City AHCF

# MASON PLACE PERMANENT SUPPORTIVE HOUSING

2021

- (60) 1 & 2 bedroom apartments
- Serving individuals experiencing homelessness, at or below 30% AMI
- Midtown Fort Collins, transit-oriented development
- \$19.4M new construction
- 9% LIHTC, \$11.9M tax credit investment, City AHCF, DOH, CDBG, HOME



2022 HOUSING COLORADO EAGLE AWARD

2022 CITY OF FORT COLLINS URBAN DESIGN AWARD



# MYRTLE STREET SINGLE ROOM OCCUPANCY 2021

- 16 apartments at or below 50% AMI
- Serving those experiencing homelessness and reintegrating adult felony offenders
- \$1M renovation
- City of Fort Collins Affordable Housing Fund, Villages, Ltd. equity

# VILLAGE ON SHIELDS 2018

- (285) 1, 2, & 3 bedroom apartments serving 50% - 60% AMI
- \$68M renovation
- 4% LIHTC, \$41.1M federal and state tax credit investment, \$35M Private Activity Bonds, RAD proceeds, CDBG, HOME, Owner loan



*2019 NAHRO AWARD OF EXCELLENCE FOR COMMUNITY REVITALIZATION*  
*2019 NAHRO AWARD OF MERIT FOR COMMUNITY REVITALIZATION*  
*2019 CO NAHRO YES! IN MY BACKYARD AWARD*



# VILLAGE ON HORSETOOH 2018

- (96) 1, 2, 3 & 4 bedroom apartments serving 30% - 60% AMI
- First City of Fort Collins Land Bank Project
- \$27M new construction
- 4% LIHTC, \$12.5M federal and state tax credit investment, \$19M Private Activity Bonds, CDBG-DR, RAD proceeds

*2019 NAHRO AWARD OF MERIT FOR PROGRAM INNOVATION IN AFFORDABLE HOUSING*



## VILLAGE ON REDWOOD 2017

- (72) 1,2,3 & 4 bedroom apartments & townhomes in North Fort Collins serving 30% - 60% AMI
- \$19.4M new construction
- 4% LIHTC, \$10M federal and state tax credit investment, \$12M Private Activity Bonds, RAD proceeds

*2018 NAHRO AWARD OF EXCELLENCE FOR PROJECT DESIGN*  
*2018 NAHRO AWARD OF MERIT FOR PROJECT DESIGN*  
*2018 FORT COLLINS UTILITIES ENERGY EFFICIENCY AWARD*

## REDTAIL PONDS PERMANENT SUPPORTIVE HOUSING 2017

- (60) 1 & 2 bedroom apartments
- All units at or below 30% AMI, serving individuals experiencing homelessness
- South Fort Collins, transit-oriented development
- \$12.5M new construction
- 9% LIHTC, \$8M tax credit investment, CDBG, HOME



*2017 ULI COLORADO IMPACT AWARD FOR INFLUENCE*  
*2016 NAHRO AWARD OF EXCELLENCE FOR PROJECT DESIGN*  
*2016 NAHRO AWARD OF MERIT FOR PROJECT DESIGN*  
*2015 HOUSING COLORADO EAGLE AWARD*



## VILLAGE ON PLUM 2015

- (95) 1, 2 & 3 bedroom apartments serving 30% - 60% AMI
- \$16.1M renovation
- 4% LIHTC, \$5.3M tax credit investment, \$8.75M Private Activity Bonds, Villages, Ltd. equity; previous grantors: City of Fort Collins, DOH



# COMMUNITY NEEDS & DEVELOPMENT PIPELINE PRIORITIES

**Housing Catalyst's goal is to strategically increase the supply of affordable housing, through new development, preservation, acquisitions, and partnerships.**

According to the 2021 City of Fort Collins Housing Strategic Plan, disproportionate increases in housing costs have continued to place a strain on residents. From 2010-2020, rents in Fort Collins increased 68%, the median sales price of single-family detached homes increased 124%, and the median sales price of townhomes and condos rose 164%. During the same time period, wages increased by just 25%.

With demand for rental homes at an all time high, rents continue to rise. In 2012, 50% of the rental housing stock cost less than \$1,000 per month to rent. In 2018, only 20% of the rental housing stock cost less than \$1,000 per month. More than 60% of renters in Fort Collins are considered "cost burdened," spending more than 30% of their income on housing.

Similar trends are taking place at the county level. Larimer County has added about 55,000 residents since 2010. Growth is concentrated in incorporated areas, particularly those along the I-25 corridor. According to Larimer County's 2021 Housing Needs Assessment, the median rent in Larimer County increased from \$849 to \$1,228 per month between 2010 and 2018. Renter incomes did not keep pace with the 45% increase.

Housing market conditions, among other factors, have contributed to the number of people experiencing homelessness in Northern Colorado. According to the Northern Colorado Continuum of Care, an estimated 1,500-2,000 individuals are without a stable home. About 600 are experiencing chronic homelessness, having been without a home for at least one year.

**As a mission-driven real estate developer, Housing Catalyst forges public-private partnerships to build and preserve affordable homes to meet the vast and growing need in our community.**



## DEVELOPMENT PROJECT PRIORITIES & CRITERIA

Housing Catalyst consistently develops affordable housing units at 30% - 80% AMI and maintains a robust development pipeline to continue to address significant demand for affordable housing in Fort Collins and Larimer County. Selection criteria for projects and partnerships prioritize:

- Creating new affordable housing or preserves or sustains existing affordable housing at risk of being lost or adversely affected
- Including households that earn 30-50% of Area Median Income (AMI)
- Serves special needs populations, such as elderly or persons with disabilities, in all or some units
- Securing long-term or permanent affordability

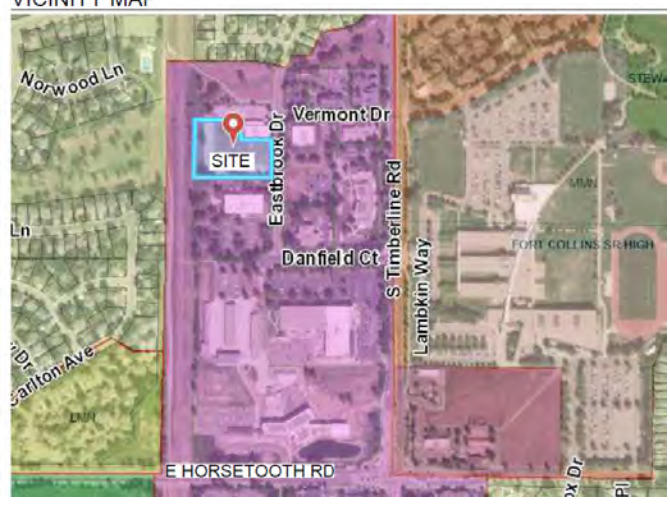
# ATTACHMENT B

# VILLAGE ON EASTBROOK



- (73) 1 & 2 bedroom apartments
- Serving 30% - 80% AMI
- \$32.5M new construction
- Awarded \$1.6M Proposition 123 Land Banking Grant
- 4% LIHTC application: August 2024
- Construction: 2025-2026
- Fully entitled, shovel ready project
- Total PAB needed: \$17,000,000

VICINITY MAP



# REMINGTON PARKING LOT REDEVELOPMENT



VICINITY MAP  
1" = 500'

- 70 - 100 Studio, 1 & 2 bedroom apartments
- Serving 30% - 80% AMI
- \$35.7M new construction
- Partnership with the City of Fort Collins
- 4% LIHTC application: July 2025
- Construction: 2026-2027
- Total PAB needed: \$19,000,000





# ATTACHMENT C





15 West South Temple, Suite 1450  
Salt Lake City, Utah 84101-1531

(801) 364-5080 / (801) 364-5032 FAX / gilmorebell.com

March 13, 2024

Jacob Castillo  
Chief Sustainability Officer  
City of Fort Collins  
P.O. Box 580  
Fort Collins, CO 80522

Re: Housing Catalyst request for assignment of 2024 Private Activity Bonding Authority from the City of Fort Collins

Dear Mr. Castillo:

We serve as bond counsel to Housing Catalyst. You will receive this letter as part of a package requesting an assignment from the City of Fort Collins, Colorado of its 2024 Private Activity Bond (PAB) cap to Housing Catalyst. Housing Catalyst intends to use the PAB authority to issue multifamily housing revenue bonds to finance in part the acquisition, construction and/or rehabilitation of one or more multifamily housing apartment developments within the City of Fort Collins. The proposed bonds can be validly issued by Housing Catalyst under Part 2 of Article 4 of Title 29 of the Colorado Revised Statutes, as amended and Article 56, Title 11, Colorado Revised Statutes, as amended. Further, such bonds will be classified as private activity bonds issued as exempt facility bonds for qualified residential rental projects under Section 142(a)(7) of the Internal Revenue Code of 1986, as amended, and consequently will require an allocation of volume cap.

Should you have any questions with respect to this financing please feel free to contact us at any time.

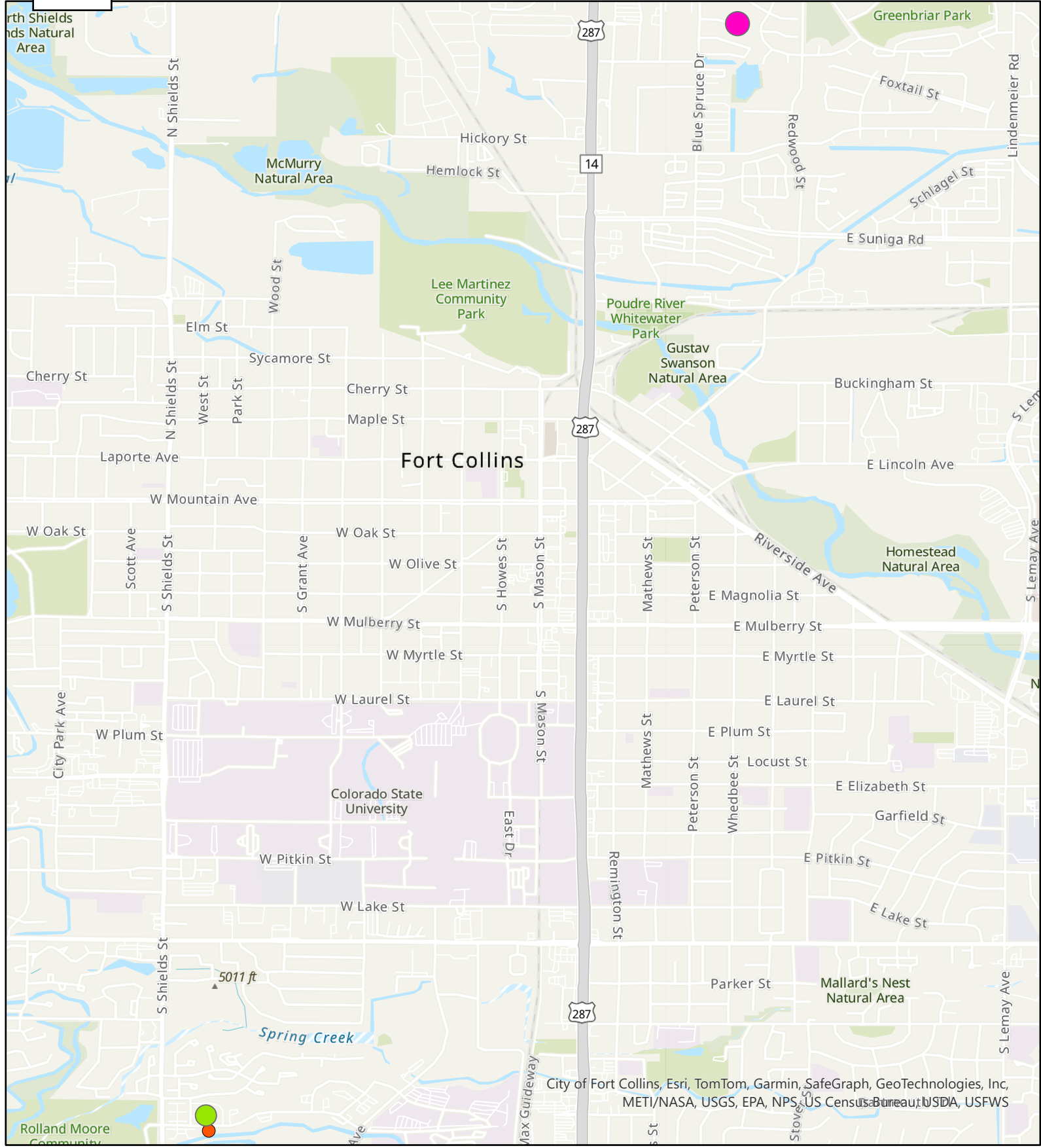
Very truly yours,

Gilmore & Bell, P.C.

cc: Julie Brewen, CEO

# Greenbriar-Windtrail Locations

Item 16.

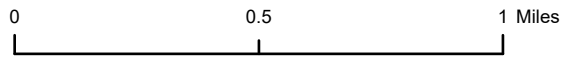


City of Fort Collins, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

## CITY OF FORT COLLINS GEOGRAPHIC INFORMATION SYSTEM MAP PRODUCTS

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- 400-434 Butch Cassidy Dr
- 2120 Bridgefield Lane
- 945 Rolland Moore Dr



Village on Eastbrook location Map:

VICINITY MAP



# MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



## AFFORDABLE HOUSING BOARD

### REGULAR MEETING

May 2, 2024, 4:00-6:00pm  
Colorado River Room, 222 Laporte Ave

**DRAFT**

#### CALL TO ORDER

At 4:03 PM the meeting was called to order by John Singleton.

Minutes excerpted to Private Activity Bond item:

#### 5. NEW BUSINESS

##### B. Assignment of 2024 Private Activity Bonds – Sue Beck-Ferkiss

- Sue Beck-Ferkiss gave the Board a brief overview of Private Activity Bonds and what they can be used for. One of the specified purposes is the construction and rehabilitation of affordable housing, which is a priority use of the bond capacity at the City. Private Activity Bonds are needed for 4% low-income housing tax credits, which is a tool most developers are using to build affordable rentals.
- The City of Fort Collins has a Private Activity Bond Committee that considers annual bond capacity requests. This year, there were two requests from local organizations CARE Housing and Housing Catalyst. Each requested the City's full allocation.
- Sue informed the Board that the PAB committee is recommending giving all this year's bond capacity to Housing Catalyst. The committee felt that Housing Catalyst's application was complete and demonstrated readiness to proceed, while CARE Housing's application did not include all requested components. Sue reminded the Board that Housing Catalyst is also a bond issuer so they can use the bond capacity for their pipeline projects or other projects.
- The Board asked for clarification on Housing Catalyst being CARE Housing's bond issuer. Sue explained that CARE Housing was not able to provide a letter from Bond Council stating that their project was an appropriate application by the requested deadline, so the Private Activity Bond Committee felt uncertain about the project's feasibility and readiness to proceed.
- Sue invited the Board to ask questions, and to make a recommendation to support, not support, or alter the recommendation of the Private Activity Bond Committee.
- The Board expressed that during their ranking of the affordable housing projects, CARE Housing's project seemed ready. However, they also acknowledged they do not have the level of insight into PAB applications as the Private Activity Bond Committee. They also liked the fact that CARE Housing's project targeted a vast range of AMI (area median income) levels. Sue explained that the Committee recognized both projects were important.

**Josh Beard motioned to support the Private Activity Bond Committee's funding recommendation. Stefanie Berganini seconded. Approved 3-0.**

**Bob Pawlikowski abstained.**

# AGENDA ITEM SUMMARY

City Council



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## STAFF

Francis Robbins, Airport Operations and Maintenance Manger  
Aaron Ehle, Business Development Specialist

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## SUBJECT

**Resolution 2024-074 Authorizing the Execution of a Discretionary Aviation Grant Resolution (CDAG No. 24-FNL-01) with the City of Loveland to Accept Grant Funds from the State for the Construction of the New Terminal and the Rehabilitation of Certain Taxiways at the Northern Colorado Regional Airport.**

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## EXECUTIVE SUMMARY

The purpose of this item is for Council to authorize the Mayor or City Manager to execute a Colorado Department of Transportation (CDOT)-provided resolution to secure state grant funding for the construction of the new terminal at the Northern Colorado Regional Airport and for the rehabilitation of pavement for Taxiways B and D.

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## STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

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## BACKGROUND / DISCUSSION

The CDOT Division of Aeronautics and the Colorado Aeronautical Board (collectively, the "State") has awarded the Cities a grant for two projects at the Airport: (1) the construction of the new terminal; and (2) the design and construction of the rehabilitation of Taxiways B & D. This grant provides funding the Cities will use towards the local match requirements for two FAA grants that fund said projects. The FAA grants are a 90% federal – 10% local match.

This State grant will provide \$139,721 in support of up to one-half of the 10% local match for the federal grants. For the terminal construction, the State will grant the Cities a total of \$88,333, which leaves the Cities each responsible for \$44,167 to reach the 10% local match for the FAA grant. For the Taxiway B & D pavement rehabilitation project, the State will grant the Cities a total of \$51,388, which leaves the Cities each responsible for \$25,695 to reach the 10% local match for the FAA grant. The State requires that the Cities execute a State-provided resolution to accept the grant and agree to grant assurances, which are consistent with prior years' State aviation grants. The Resolution will authorize both the Mayor or the City Manager to execute the State resolution, in case the State has a preference over who may sign.

## **CITY FINANCIAL IMPACTS**

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There is no direct impact on City finances. This grant will result in revenue of up to \$139,721 to be expended at the Airport.

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

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The Northern Colorado Regional Airport Commission recommended the grant be accepted by unanimously adopting Resolution R-05-2024 at its public meeting on May 16, 2024.

## **PUBLIC OUTREACH**

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Updates about the new terminal construction and Taxiway B and D rehabilitation are regular topics in the Airport Stakeholders meetings held bi-monthly and at the Airport Commission meetings held monthly.

## **ATTACHMENTS**

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1. Resolution for Consideration
2. Exhibit to Resolution
3. Airport Commission Resolution R-05-2024

RESOLUTION 2024-074  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE EXECUTION OF A DISCRETIONARY AVIATION GRANT  
RESOLUTION (CDAG NO. 24-FNL-01) WITH THE CITY OF LOVELAND TO  
ACCEPT GRANT FUNDS FROM THE STATE FOR THE CONSTRUCTION OF  
THE NEW TERMINAL AND THE REHABILITATION OF CERTAIN TAXIWAYS  
AT THE NORTHERN COLORADO REGIONAL AIRPORT

A. The City of Fort Collins (“City”) and the City of Loveland (“Loveland”) (collectively, the “Cities”) jointly own property located in Loveland known as the Northern Colorado Regional Airport.

B. The Cities currently operate and maintain the Airport pursuant to that certain Amended and Restated Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Airport, dated January 22, 2015, as amended (the “IGA”).

C. The Cities, by resolution, have adopted the Airport Master Plan, which includes as planned projects the construction of a new terminal facility and the rehabilitation of Taxiways B and D.

D. The Colorado Aeronautical Board and the Colorado Department of Transportation – Division of Aeronautics (collectively, the “State”) provides grant funding to eligible airports to enable those airports to pursue, in a timely manner, capital improvements included within an adopted Airport Master Plan.

E. The Cities have applied for FAA airport infrastructure grant funding for the purpose of design and construction to rehabilitate Taxiways B and D at the Airport (AIP Project No. 3-08-0023-046-2024). The FAA has offered the Cities a grant to pay 90% of allowable costs incurred in undertaking such rehabilitation, in an amount not to exceed \$925,000. Airport staff expect the FAA to provide the Airport with the grant agreement needed to accept these funds in June 2024.

F. The Cities have applied for FAA airport improvement program funding for the purpose of constructing the new terminal facility at the Airport (AIG Project No. 3-08-0023-045-2024). The FAA has offered the Cities a grant to pay 90% of allowable costs incurred in constructing the facility, in an amount not to exceed \$1,590,000. This grant is being presented contemporaneously to City Council for approval by resolution on June 4, 2024.

G. Each FAA grant identified above requires the Cities to commit to a 10% local match, which together total approximately \$279,445.

H. The Cities have applied for State Discretionary Aviation Grant funds and the State has offered the Cities a grant of up to \$139,721 to be used for one-half of the 10% local match the Cities are required to pay for both FAA grants identified above. The



remaining one-half of the 10% local match have previously been appropriated as part of the Airport's 2024 budget.

I. Any grants provided by the State will be subject to the Cities' execution of a State-provided Discretionary Aviation Grant Resolution, attached hereto as Exhibit "A," to accept the grant and agree to the grant assurances, which are consistent with prior years' State aviation grants.

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. The Discretionary Aviation Grant Resolution is hereby approved.

Section 2. The City Council hereby authorizes the Mayor or the City Manager to execute the Discretionary Aviation Grant Resolution on behalf of the City in substantially the form attached hereto as Exhibit "A," 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 and advance the purposes set forth in this Resolution.

Passed and adopted on June 4, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 4, 2024  
Approving Attorney: Ryan Malarky



# Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

## RESOLUTION

### WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

### NOW, THEREFORE, BE IT RESOLVED THAT:

The **Cities of Ft. Collins/Loveland**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **Cities of Ft. Collins/Loveland** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

### FURTHER BE IT RESOLVED:

That the **Cities of Ft. Collins/Loveland** hereby designates **David Ruppel** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

### FURTHER:

The **Cities of Ft. Collins/Loveland** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

### FINALLY:

The **Cities of Ft. Collins/Loveland** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resloution, including all terms and conditions contained therein.

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name and Title:

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name and Title:

### ATTEST (if needed)

### ATTEST (if needed)

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name and Title:

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name and Title:

**EXHIBIT A**



**Colorado Division of Aeronautics  
Discretionary Aviation Grant Application**

**APPLICANT INFORMATION**

<b>APPLICANT SPONSOR:</b> Cities of Ft. Collins/Loveland	<b>AIRPORT:</b> Northern Colorado Regional Airport	<b>IDENTIFIER:</b> FNL
<b>PROJECT DIRECTOR:</b> David Ruppel		
<b>MAILING ADDRESS:</b> 4900 Earhart Road Loveland, CO 80538	<b>EMAIL ADDRESS:</b>	david.ruppel@cityofloveland.org
	<b>PHONE NUMBER:</b>	(970) 962-2852

**GRANT NAME AND TERMS**

<b>24-FNL-01</b>	<b>TERMS</b>	
	Execution Date:	Expiration Date: June 30, 2027

**FUNDING SUMMARY**

Funding Source	Funding Amount
State Aviation Grant:	\$139,721.00
Local Cash:	\$139,724.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$2,515,000.00
<b>Total Project Funding:</b>	<b>\$2,794,445.00</b>

**PROJECT SCHEDULE & BUDGET**

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
	Amount	Percentage	Amount	Percentage	Amount	Percentage	
A. A - BIL: New Terminal Building Construction Phase Services	\$88,333.00	Up to 5.00%	\$88,334.00	5.00%	\$1,590,000.00	90.00%	\$1,766,667.00
B. B - AIP: Taxiway B&D Rehab (Design and Construction)	\$51,388.00	Up to 5.00%	\$51,390.00	5.00%	\$925,000.00	90.00%	\$1,027,778.00
<b>TOTALS</b>	<b>\$139,721.00</b>		<b>\$139,724.00</b>		<b>\$2,515,000.00</b>		<b>\$2,794,445.00</b>

## EXHIBIT A TO RESOLUTION 2024-074

## EXHIBIT B, GRANT ASSURANCES

**Airport Sponsor Assurances for  
Colorado Discretionary Aviation Grant Funding**

Approved by CAB January 22, 2018

**I. APPLICABILITY**

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

**II. DURATION**

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

**III. COMPLIANCE**

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

**IV. AIRPORT SPONSOR GRANT ASSURANCES**

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

EXHIBIT A TO RESOLUTION 2024-074

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
  - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

## **MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT**

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

- 1) Available Model Small Dollar Grant Awards.** The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:
  - a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
  - b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
  - c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in **§1)a.**
- 2) Modifications of Model Small Dollar Grant Awards.** A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.
  - a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
  - b. Unauthorized Modifications.** Except as described in **§2)a.**, the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.
- 3) Small Dollar Grant Award Exhibits and References.** All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with **§2)**, attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

**STATE CONTROLLER**

and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



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**Robert Jaros, CPA, MBA, JD State  
Controller**

## EXHIBIT A TO RESOLUTION 2024-074 STATE CONTROLLER

### 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.
4. **Definitions.** The following terms shall be construed and interpreted as follows: **(a) "Award"** means an award by a Recipient to a Subrecipient; **(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; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "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"). 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



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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.

**10. Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

**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 Agreement.

**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

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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

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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.

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## 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

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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](http://www.oit.state.co.us/about/policies). Grantee shall not allow remote access to State Records from outside the United States, including access by

**STATE CONTROLLER**

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.

**RESOLUTION # R-05-2024**

**A RESOLUTION APPROVING THE 2024 GRANT AGREEMENT WITH THE STATE OF COLORADO DIVISION OF AERONAUTICS (CDAG #24-FNL-01) FOR THE TERMINAL BUILDING PROJECT AT THE NORTHERN COLORADO REGIONAL AIRPORT**

**WHEREAS**, the City of Fort Collins and the City of Loveland (“the Cities”) own and operate the Northern Colorado Regional Airport (“the Airport”) pursuant to that certain Amended and Restated Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport dated January 22, 2015, as amended (“Airport IGA”); and

**WHEREAS**, the Cities have applied for grant CDAG #24-FNL-01 (the “Grant Agreement”) from the Division for the purpose of providing a partial local match for a federal grant which will in part fund the terminal building construction project at the Airport (the “Project”). The Grant Agreement is attached hereto as “Exhibit A” and incorporated herein; and

**WHEREAS**, the Grant Agreement provides to the Airport amount one hundred thirty-nine thousand seven hundred twenty-one dollars (\$139,721.00) (the “State Grant”), subject to the Cities providing a fifty percent (50%) local match for the Project in the amount one hundred thirty-nine thousand seven hundred twenty-one dollars (\$139,721.00) (the “Local Match”). The State Grant and the Local Match provide the full ten percent (10%) local match required for a federal grant in the amount of \$1,590,000.00 for a portion of the Project; and

**WHEREAS**, the State Grant and Local Match have previously been appropriated and approved by the Northern Colorado Regional Airport Commission and both City Councils through the adoption of the 2024 Airport Budget.

**WHEREAS**, pursuant to the IGA, the City Councils of the two Cities must approve the State Grant; and

**WHEREAS**, the Commission desires to recommend the approval of the Grant Agreement to the City Councils as the State Grant is in the best interests of the Airport and the two Cities.

**NOW THEREFORE BE IT RESOLVED BY THE NORTHERN COLORADO REGIONAL AIRPORT COMMISSION AS FOLLOWS:**

**Section 1.** That the Commission recommends that the City Councils of the Cities of Loveland and Fort Collins approve the Grant Agreement.

**Section 2.** That this Resolution shall be effective as of the date and time of its adoption.

ADOPTED this 16th day of May, 2024.

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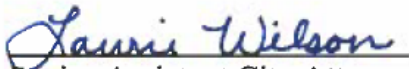
Jeni Arndt, Chair of the  
Northern Colorado Regional Airport Commission

ATTEST:

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Secretary

APPROVED AS TO FORM:

  
Senior Assistant City Attorney



# AGENDA ITEM SUMMARY

City Council



## STAFF

Francis Robbins, Airport Operations & Maintenance Manger  
Aaron Ehle, Business Development Specialist

## SUBJECT

**Resolution 2024-075 Authorizing the City Manager to Execute a Grant Agreement (AIG Project No. 3-08-0023-045-2024) Between the City of Fort Collins, the City of Loveland, and the Federal Aviation Administration for the Construction of the New Terminal at the Northern Colorado Regional Airport.**

## EXECUTIVE SUMMARY

The purpose of this item is for Council to authorize the City Manager to execute a grant agreement with the City of Loveland and the Federal Aviation Administration (FAA) to secure federal funding for the construction of the new terminal at the Northern Colorado Regional Airport. These funds were budgeted as part of the initial project funding and came available for application in 2024 as part of the Bipartisan Infrastructure Law Airport Improvement Grant program and were appropriated in the 2024 Airport budget for expenditure in this project.

## STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

## BACKGROUND / DISCUSSION

The FAA has awarded the Airport a grant for the construction of the new terminal in the amount of \$1.59 million connected with the 2021 Bipartisan Infrastructure Law (BIL). This amount is part of the initial total project budget of \$21.9 million from multiple funding sources including Cares Act grants, Airport reserve funds, and contributions from the City of Loveland and City of Fort Collins. The FAA requires that federal grants be signed by authorized representatives from each City as the Airport Sponsors.

This federal grant is a 90% Federal – 10% Local share component. The Airport has budgeted the local funds necessary to cover the local component. The BIL grant funds were allotted to airports on a formula basis. Primary commercial service airports share \$2.3 billion dollars annually based on passenger enplanements. For the determining years, the Airport was considered a primary commercial service airport with over 10,000 passenger enplanements. All FAA grant funds are planned using the Airport’s Capital Improvement Plan updated annually in coordination with FAA, CDOT Aeronautics, Airport Staff, and approved by the Airport Commission.

## **CITY FINANCIAL IMPACTS**

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There is no direct impact on City finances. This grant will result in revenue of up to \$1,590,000 to be expended at the Airport. The remaining 10% local match is funded by a grant from the Colorado Aeronautical Board and the Division of Aeronautics in combination with funds already appropriated as part of the Airport's 2024 budget.

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

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The Northern Colorado Regional Airport Commission recommended the grant be accepted by unanimously adopting Resolution R-04-2024 at its public meeting on May 16, 2024.

## **PUBLIC OUTREACH**

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Updates about the new terminal construction are regular topics in the Airport Stakeholders meetings held bi-monthly and at the Airport Commission meetings held monthly.

## **ATTACHMENTS**

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1. Resolution for Consideration
2. Exhibit to Resolution
3. Airport Commission Resolution R-04-2024

RESOLUTION 2024-075  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT  
AGREEMENT (AIG PROJECT NO. 3-08-0023-045-2024)  
BETWEEN THE CITY OF FORT COLLINS, THE CITY OF  
LOVELAND, AND THE FEDERAL AVIATION ADMINISTRATION  
FOR THE CONSTRUCTION OF THE NEW TERMINAL AT THE  
NORTHERN COLORADO REGIONAL AIRPORT

A. The City of Fort Collins (“City”) and the City of Loveland (“Loveland”) (collectively, the “Cities”) jointly own property located in Loveland known as the Northern Colorado Regional Airport.

B. The Cities currently operate and maintain the Airport pursuant to that certain Amended and Restated Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Airport, dated January 22, 2015, as amended (the “IGA”).

C. The Cities, by resolution, have adopted the Airport Master Plan, which contains the construction of a new terminal facility as a short-term priority.

D. The Federal Aviation Administration (“FAA”) provides grant funding to eligible airports to enable those airports to pursue, in a timely manner, capital improvements included within an adopted Airport Master Plan.

E. The Cities have applied for FAA airport infrastructure grant funding for the purpose of constructing the new terminal facility at the Airport (AIG Project No. 3-08-0023-045-2024).

F. The FAA has offered the Cities a grant to pay 90% of allowable costs incurred in constructing the facility, in an amount not to exceed \$1,590,000.

G. Any capital grants funds provided by the FAA will be subject to the Cities’ execution of the standard FAA grant agreement that will be in substantially the form of prior years’ FAA grant agreements modified to reflect the purpose of AIG Project No. 3-08-0023-045-2024 (the “2024 AIG Agreement”).

H. The matching local funds of 10% necessary to accept the initial capital funding of \$1,590,000 from the FAA are comprised of \$88,333 from a grant from the Colorado Aeronautical Board and Division of Aeronautics and the balance of \$88,334 divided equally between the Cities. The funds from the Cities have been previously appropriated as part of the Airport’s 2024 budget. The State grant is being presented contemporaneously to City Council for its approval by resolution on June 4, 2024.

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. The 2024 AIG Agreement is hereby approved.

Section 2. The City Council hereby authorizes the City Manager to execute the 2024 AIG Agreement on behalf of the City in substantially the form attached hereto as Exhibit "A," 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 and advance the purposes set forth in this Resolution.

Passed and adopted on June 4, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 4, 2024  
Approving Attorney: Ryan Malarky

**Fairport Reservoir and Ditch Company**  
1745 Hoffman Road  
Fort Collins, CO 80528

March 1, 2019

To the City of Fort Collins:

The records of the Fairport Reservoir and Ditch Company ("Company") indicate that the City of Fort Collins ("City") is a Company shareholder.

The purpose of this letter is to provide notice of a special shareholders' meeting to be held on Wednesday, April 3, 2019, at 12:00pm, at the main office conference room at the Nix Farms Natural Areas Facility, 1745 Hoffman Road, in Fort Collins, Colorado.

The purposes of the special meeting are: (1) to vote for and establish a five-person board of directors for the Company; and (2) to dissolve the Company.

The following is background for the proposed dissolution of the Company. The City acquired 269 shares of the Company in 1994, which constitute all outstanding shares in the Company.<sup>1</sup> The City has not subsequently transferred ownership of any Company shares and is thus the sole Company shareholder. The Company is a mutual reservoir and ditch company and is thus "merely the vehicle by which its owners operate and manage its affairs" and is "organized solely for the convenience of its members in the management of the irrigation and reservoir systems."<sup>2</sup> It is the Company's understanding that the existence of the Company and the organizational and procedural incidents and requirements of its existence are no longer convenient or beneficial to the Company's shareholder.

The following is the proposal for dissolution of the Company. The proposal is to authorize the President of the Company to, as soon as practicable, transfer and convey any and all Company assets to the City by bill of sale and quitclaim deed, copies of which can be provided upon request, and to authorize an agent of the Company to thereafter file articles of dissolution with the Colorado Secretary of State. The consideration for such transfer and conveyance will include services rendered by the City in association with the dissolution of the Company.

Sincerely,



John Stokes, Registered Agent  
Fairport Reservoir and Ditch Company

<sup>1</sup> Treasurer's Deed, dated November 18, 1994, recorded with the Larimer County Clerk and Recorder at Reception No. 94093068 on November 21, 1994.

<sup>2</sup> *Jacobucci v. District Court*, 541 P.2d 667, 672, 189 Colo. 380, 387 (1975).



U.S. Department of Transportation  
Federal Aviation Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

Denver Airports District Office  
26805 E 68th Ave, Ste 224  
Denver, CO 80249-6339

May 15, 2024

Mr. Rod Wensing  
Acting City Manager, City of Loveland  
500 East 3rd Street, Suite 300  
Loveland, CO 80537

Ms. Kelly DiMartino  
City Manager, City of Fort Collins  
300 La Porte Avenue  
Fort Collins, CO 80522

Dear Mr. Wensing and Ms. DiMartino:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-08-0023-045-2024 at Northern Colorado Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.*** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor’s authorized representative(s) (hereinafter “authorized representative”).
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor’s attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor’s attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor’s attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **June 21, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Todd Minnich, (303) 342-1279, [todd.e.minnich@faa.gov](mailto:todd.e.minnich@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
 \_\_\_\_\_  
 John P. Bauer (May 15, 2024 12:11 MDT)  
 John P. Bauer  
 Manager, Denver Airports District Office



U.S. Department of Transportation  
Federal Aviation Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT  
GRANT AGREEMENT  
Part I - Offer**

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Federal Award Offer Date	May 15, 2024	
Airport/Planning Area	Northern Colorado Regional Airport	
Airport Infrastructure Grant Number	3-08-0023-045-2024	[Contract # DOT-FA24NM-1018]
Unique Entity Identifier	EJKMMHAX3VU6	

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**TO:** City of Loveland, Colorado and City of Fort Collins, Colorado  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

**FROM:** **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated January 12, 2024, for a grant of Federal funds for a project at or associated with the Northern Colorado Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Northern Colorado Regional Airport (herein called the "Project") consisting of the following:

**Construct Terminal Building (phase III)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;



**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**CONDITIONS**

- 1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,590,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,590,000 airport development or noise program implementation; and,

\$0 for land acquisition.

- 2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. **Period of Performance:**

- 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
- 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

b. **Budget Period:**

- 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
- 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. **Close Out and Termination**

- 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **June 21, 2024**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;

- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  - 1. 15 percent; or
  - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

- 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

- 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
- 1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated June 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
- ii. Gross waste of Federal funds;
- iii. An abuse of authority relating to implementation or use of Federal funds;
- iv. A substantial and specific danger to public health or safety; or
- v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- v. A court or grand jury;
- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
- vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

- 2. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the OIG’s office are established under 41 U.S.C. § 4712(b).
- c. **Remedy and Enforcement Authority.**
- 1. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department’s and FAA’s Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.



**SPECIAL CONDITIONS**

- 29. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
- 30. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
- 31. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
- 32. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
- 33. **Building BIL Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the Terminal Building included in the project must not exceed 92.11% percent of the actual cost of the entire building.
- 34. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

John P Bauer  
John P Bauer (May 15, 2024 12:11 MDT)  
*(Signature)*

John P Bauer  
*(Typed Name)*

Manager, Denver ADO  
*(Title of FAA Official)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

**CITY OF LOVELAND, COLORADO**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated \_\_\_\_\_

**CITY OF FORT COLLINS, COLORADO**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

\_\_\_\_\_  
<sup>4</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**ASSURANCES**  
**AIRPORT SPONSORS**

**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

**B. Duration and Applicability.**

**1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

**2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

**3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>



- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

**FOOTNOTES TO ASSURANCE (C)(1)**

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<sup>1</sup> These laws do not apply to airport planning sponsors.  
<sup>2</sup> These laws do not apply to private sponsors.  
<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.  
<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.  
<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### 19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### 20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.



- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

**26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  - 1. eliminate such adverse effect in a manner approved by the Secretary; or
  - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary’s design standards beyond the control of the airport sponsor.

**30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor’s program or activities, these requirements extend to all of the sponsor’s programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

**c. Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (City of Fort Collins, Colorado and City of Loveland, Colorado), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”**
- e. Required Contract Provisions.
- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  - 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  - 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of January 12, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**RESOLUTION # R-04-2024**

**A RESOLUTION APPROVING THE 2024 GRANT AGREEMENT WITH THE STATE OF COLORADO DIVISION OF AERONAUTICS (CDAG #24-FNL-01) FOR THE TERMINAL BUILDING PROJECT AT THE NORTHERN COLORADO REGIONAL AIRPORT**

**WHEREAS**, the City of Fort Collins and the City of Loveland (“the Cities”) own and operate the Northern Colorado Regional Airport (“the Airport”) pursuant to that certain Amended and Restated Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport dated January 22, 2015, as amended (“Airport IGA”); and

**WHEREAS**, the Cities have commenced both horizontal and vertical construction of a terminal building at the Airport (the “Project”) utilizing a combination of local funds and grant funds. As part of such funding, the Cities applied for Bipartisan Infrastructure Law (“BIL”) grant funds for the Project and have been awarded \$1,590,000 in BIL grant funds (“BIL Grant Funds”) towards the Project. The BIL Grant Funds have been previously budgeted and appropriated as part of the Project budget and the Airport budget for 2024; and

**WHEREAS**, the Federal Aviation Administration requires that the Cities execute a grant agreement in the form substantially similar to that attached hereto as “Exhibit A” (the “Grant Agreement”) in order to accept the BIL Grant Funds. The Grant Agreement requires that the Cities provide a local match of ten percent (10%) of the BIL Grant Funds, which local match is being funded through Airport budgeted and appropriated funds and a Colorado Department of Transportation Division of Aeronautics grant; and

**WHEREAS**, due to the dollar amount of the Grant Agreement, the City Councils of the Cities must provide the final approval of the Grant Agreement; and

**WHEREAS**, the Northern Colorado Regional Airport Commission supports approval of the Grant Agreement and recommends that the City Councils approve and sign any documents necessary to accept the BIL Grant funding in the amount of \$1,590,000.

**NOW THEREFORE BE IT RESOLVED BY THE NORTHERN COLORADO REGIONAL AIRPORT COMMISSION AS FOLLOWS:**

**Section 1.** That the Commission recommends that the City Councils of the Cities of Loveland and Fort Collins approve the Grant Agreement and sign any documents necessary to accept the BIL Grant Funds.

**Section 2.** That this Resolution shall be effective as of the date and time of its adoption.

ADOPTED this 16th day of May, 2024.

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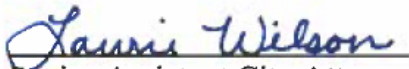
Jeni Arndt, Chair of the  
Northern Colorado Regional Airport Commission

ATTEST:

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Secretary

APPROVED AS TO FORM:

  
Senior Assistant City Attorney

# AGENDA ITEM SUMMARY

City Council



## STAFF

Davina Lau, Public Engagement Specialist

## SUBJECT

**Resolution 2024-076 Making Appointments to the Youth Advisory Board.**

## EXECUTIVE SUMMARY

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

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

## STAFF RECOMMENDATION

Staff recommends adoption of this Resolution.

## BACKGROUND / DISCUSSION

In 2023, Council adopted a Code of Conduct and updated Boards and Commissions Policy, along with other policies and procedures that apply to service on City boards and commissions. Each board and commission appointee is required to acknowledge and accept these requirements in order to take appointed office.

This Resolution appoints six individuals to fill vacancies left from previous board members. The appointments will begin and expire as noted next to each recommended name shown below and in the individual Resolution.

### Youth Advisory Board

Appointments	Term Effective Date	Expiration of Term
Hope Harris (Seat G)	June 5, 2024	March 31, 2025
Kacy Larson (Seat H)	June 5, 2024	March 31, 2026
Jake Radis (Seat I)	June 5, 2024	March 31, 2025
Neena Wittemyer (Seat J)	June 5, 2024	March 31, 2026
Charlotte Wond (Seat K)	June 5, 2024	March 31, 2027
Brooke Zorich (Seat L)	June 5, 2024	March 31, 2025

**CITY FINANCIAL IMPACTS**

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None.

**BOARD / COMMISSION / COMMITTEE RECOMMENDATION**

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None.

**PUBLIC OUTREACH**

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Public outreach to seek applicants for boards and commissions included a spotlight and press release on the City of Fort Collins website, media releases for earned coverage in local media sources, and social media promotion of opportunities.

**ATTACHMENTS**

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1. Resolution for Consideration
2. Applications

RESOLUTION 2024-076  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING APPOINTMENTS TO THE YOUTH ADVISORY BOARD

A. The Youth Advisory Board has vacancies that have been open for an extended time.

B. Councilmembers Melanie Potyondy and Tricia Canonico interviewed candidates for these appointments on May 14, 2024.

C. The City Council desires to make appointments to fill these vacancies on the Youth Advisory Board.

D. In 2023, the City Council adopted a Code of Conduct and updated Boards and Commissions Policy, along with other policies and procedures that apply to service on City boards and commissions. Each board and commission appointee is required to acknowledge and accept these requirements in order to take appointed office.

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. The following named persons are hereby appointed to fill the open vacancies on the Youth Advisory Board with terms to begin and expire as noted below next to each appointee's name:

**Youth Advisory Board**

<b>Appointments</b>	<b>Term Effective Date</b>	<b>Expiration of Term</b>
Hope Harris (Seat G)	June 5, 2024	March 31, 2025
Kacy Larson (Seat H)	June 5, 2024	March 31, 2026
Jake Radis (Seat I)	June 5, 2024	March 31, 2025
Neena Wittemyer (Seat J)	June 5, 2024	March 31, 2026
Charlotte Wond (Seat K)	June 5, 2024	March 31, 2027
Brooke Zorich (Seat L)	June 5, 2024	March 31, 2025

Section 2. No person appointed in this Resolution may take office until they have completed the required acknowledgement and acceptance of the Code of Conduct and the applicable laws and policies that govern service on City of Fort Collins boards and commissions.

Passed and adopted on June 4, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Effective Date: June 4, 2024  
Approving Attorney: Carrie Daggett

# VOLUNTEER APPLICATION

Hope Harris

5/8/2024 3:48 PM

Application: **YAB - Youth Advisory Board**

### Applicant Information

Birthday: [REDACTED]      Gender: Female      Education Level: High School  
 Address: [REDACTED]      Phone: [REDACTED] <<

### Availability

	S	M	T	W	T	F	S
Morning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Afternoon	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evening	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Volunteer Groups Applied For

Youth Advisory Board

### Job Description

I have read the job description

### Questions

- Which Council District do you live in? Please refer to the map at: <https://gisweb.fcgov.com/HTML5Viewer/Index.html?Viewer=FCMaps&layerTheme=Council%20Districts>      1
- What school do you attend? If not attending traditional school please list alternative method of school.      Poudre High School, Front Range Community College
- I acknowledge that I am willing to make the time commitment to attend monthly board meetings.      YES
- How many hours per month are you willing to put in (including research, work, and meeting time) as a board member?      25+
- What is your expected date of graduation?      2025
- Volunteer experience (please include dates):      Charis Horse Rescue November 2018 - Present  
Kiwanis Club June 2021 - Present
- Have you applied for this board before? If yes, please explain.      I have not.
- Why do you want to become a member of this particular board and what do you hope to gain from this experience?      I want to become a member of this board to be able to become close with my community and make a impact. I hope to gain a understanding of what the youth community needs in Fort Collins and to be able to help.
- If applicable, please list any other clubs, groups, or other organizational bodies that you are a member.      Charis Horse Rescue, Kiwanis Club
- I acknowledge that, as a board member, I must check my email communications regularly and respond to staff members in a timely manner.      YES

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Have you ever been the subject of a code of conduct or ethics complaint  
If yes, please explain. I have not.

Have you ever been found in violation of the code of conduct or ethics  
rule If yes, please explain. I have not.

Are you willing to complete the required training if appointed YES

How did you learn of a vacancy on this board or commission  
Other (please specify);  
Ms. Williams



# VOLUNTEER APPLICATION

Kacy Larson

4/6/2024 10:42 AM

Application: **YAB - Youth Advisory Board**

### Applicant Information

Birthday: [REDACTED] Gender: Female Education Level: High School

Address: [REDACTED] Phone: [REDACTED] <<

### Availability

	S	M	T	W	T	F	S
Morning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Afternoon	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evening	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Volunteer Groups Applied For

Youth Advisory Board

### Job Description

I have read the job description

### Questions

Which Council District do you live in? Please refer to the map at: <https://gisweb.fcgov.com/HTML5Viewer/Index.html?Viewer=FCMaps&layerTheme=Council%20Districts> 5

What school do you attend? If not attending traditional school please list alternative method of school. Rocky Mountain High School

I acknowledge that I am willing to make the time commitment to attend monthly board meetings. YES

How many hours per month are you willing to put in (including research, work, and meeting time) as a board member? 10

What is your expected date of graduation? May 2026

Volunteer experience (please include dates): Steaming Costumes - 11/23  
Unified Tournament - 3/2  
MSOE Carnival - 3/30  
CHSAA Choir Festival - 4/5

Have you applied for this board before? If yes, please explain. No, this is the first I'm hearing of it!

Why do you want to become a member of this particular board and what do you hope to gain from this experience? This seems like a really great opportunity to have a say in what's going on in my community as a high school student. I haven't gotten a chance to really see all the youth orientated issues out there other than the ones I'm currently involved in, so I think this will also be a really great learning experience for me. Mostly, I want to gain more leadership experience in a real world setting, and hopefully learn from other people my age about different parts of the




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If applicable, please list any other clubs, groups, or other organizational bodies that you are a member.	Fort Collins Community.
I acknowledge that, as a board member, I must check my email communications regularly and respond to staff members in a timely manner.	I'm a member of Student Council, the TEDx Leadership Board, and a Trying on Teach in MSOE
Have you ever been the subject of a code of conduct or ethics complaint If yes, please explain.	YES
Have you ever been found in violation of the code of conduct or ethics rule If yes, please explain.	No
Are you willing to complete the required training if appointed	No
How did you learn of a vacancy on this board or commission	YES
	Other (please specify); My student council advisor

# Kacy Larson



## Education

Rocky Mountain High School  
High School Diploma  
(Expected Graduation May 2026)

## Relevant Coursework

- WEB Homeroom/ELO
- Student Council
- AP Chemistry
- AP Human Geo

## Awards and Honors

- Honor Student (4.1 GPA)
- Outstanding Player award in Concert Orchestra
- Outstanding Achievement in Mathematics
- Outstanding Achievement in Gifted and Talented
- Mathcounts – 30<sup>h</sup> in Colorado
- Selected to attend HOBY conference in summer of 2024
- President and PR Manager of Sinfonietta

## Extracurricular Activities

- TEDx Leadership Board
- Mathcounts
- Orchestra
- Student Council
- WEB Leader
- MSOE ToT

## Key Skills:

Computation and Statistics  
Cooperation and Teamwork  
Aptitude for Learning  
Leadership Qualities

## Objective

To actively engage in a leadership role in my community

## Experience

May 2023 - August 2023  
Intern • ECSyD Lab • CSU

- Worked closely with a small team
- Analyzed and collected data on different devices
- Edited and refined Python filters
- Directly handled and tested microring resonators
- Completed research and essay synthesis
- Gave and listened to presentations on Silicon Photonics

Dec 2023 - April 2024  
Trying on Teacher • MSOE • CSU

- Directly welcomed and organized middle school students
- Taught warm ups and lead sectionals
- Demonstrated musical aptitude with the violin
- Volunteered at a festival
- Performed at concerts

Oct 2023 - Present  
Team Lead • TEDx • TEDx Mountain Avenue

- Wrote and sent out official correspondence with outside groups
- Scheduled and lead the dress rehearsal
- Attended and participated in meetings and conferences
- Greeted guests and speakers at the event
- Created detailed and aesthetically pleasing Canvas to be shared on social media and with event members

## References:

Mahdi Nikdast, Silicon Photonics Professor, CSU

- [Redacted]

Jessica Warner, MSOE Organizer, CSU

- [Redacted]

Stephanie Mosnik, Co-Director, TEDx Mountain Ave

- [Redacted]

# VOLUNTEER APPLICATION

Jake Radis

4/12/2024 3:44 PM

Application: YAB - Youth Advisory Board

### Applicant Information

Birthdate: [REDACTED] Gender: Male Education Level: High School

Address: [REDACTED] Phone: [REDACTED] <<

### Availability

	S	M	T	W	T	F	S
Morning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Afternoon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evening	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

### Volunteer Groups Applied For

Youth Advisory Board

### Job Description

I have read the job description

### Questions

- Which Council District do you live in? Please refer to the map at: <https://gisweb.fcgov.com/HTML5Viewer/Index.html?Viewer=FCMaps&layerTheme=Council%20Districts> 2
- What school do you attend? If not attending traditional school please list alternative method of school. Poudre community academy
- I acknowledge that I am willing to make the time commitment to attend monthly board meetings. YES
- How many hours per month are you willing to put in (including research, work, and meeting time) as a board member? As many as needed
- What is your expected date of graduation? 2025
- Volunteer experience (please include dates): Foco café- 3 times over the summer  
Vindekit foods- 2 8 hour shifts over the summer
- Have you applied for this board before? If yes, please explain. No
- Why do you want to become a member of this particular board and what do you hope to gain from this experience? I hope to gain experience being part of the city and learn about jobs that could be interesting for my future.
- If applicable, please list any other clubs, groups, or other organizational bodies that you are a member. N/A
- I acknowledge that, as a board member, I must check my email communications regularly and respond to staff members in a timely manner. YES
- Have you ever been the subject of a code of conduct or ethics complaint? If yes, please explain. No

Have you ever been found in violation of the code of conduct or ethics rule If yes, please explain.

No

Are you willing to complete the required training if appointed

YES

How did you learn of a vacancy on this board or commission

Other (please specify)

# VOLUNTEER APPLICATION

Neena Wittemyer

4/15/2024 9:25 PM

Application: YAB - Youth Advisory Board

### Applicant Information

Birthdate: [REDACTED] Gender: Female Education Level: High School

Address: [REDACTED] Phone: [REDACTED] <<

### Availability

	S	M	T	W	T	F	S
Morning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Afternoon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evening	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

### Volunteer Groups Applied For

Youth Advisory Board

### Job Description

I have read the job description

### Questions

- Which Council District do you live in? Please refer to the map at: <https://gisweb.fcgov.com/HTML5Viewer/Index.html?Viewer=FCMaps&layerTheme=Council%20Districts> 4
- What school do you attend? If not attending traditional school please list alternative method of school. Rocky Mountain High School
- I acknowledge that I am willing to make the time commitment to attend monthly board meetings. YES
- How many hours per month are you willing to put in (including research, work, and meeting time) as a board member? 10 hours
- What is your expected date of graduation? May 2026
- Volunteer experience (please include dates): 2023-2024  
 Math Honors Tutoring: October 4, October 17, November 21, January 17, February 16  
 Women in STEM elementary visits: October 27, November 17, December 1, December 15  
 Honey Stinger Aid Station: August 5  
 Student Council Concessions: October 3, November 30, December 6, January 9  
 Homecoming Setup and Clean up: September 29, September 31  
 Winter Dance Setup and Clean up: February 10, February 11  
 Adopt a Family Preparation: December 5
- Have you applied for this board before? If yes, please explain. I have not applied before.

Why do you want to become a member of this particular board and what do you hope to gain from this experience

I'm eager to join the Youth Advisory Board because I believe in the power of youth voices to drive change. As a member, I will aspire to contribute my perspectives, ideas, and energy towards initiatives that positively impact young people and their communities. From this experience, I hope to gain valuable insights into leadership, advocacy, and problem-solving. I aim to sharpen my communication skills, learn from diverse people and better understand how young people can engage in decision-making processes. Ultimately, I see this opportunity as a platform to make a difference, to amplify the voices of my generation, and to learn the skills necessary to make a difference in my local community in Fort Collins.

If applicable, please list any other clubs, groups, or other organizational bodies that you are a member.

I am currently on the Varsity Tennis Team for the second year in a row. I am Vice President of Women in STEM club, leadership board member of Rocky Environmental and Conservation Organization, sophomore representative on Student Council, and a Math Honors Society member.

I acknowledge that, as a board member, I must check my email communications regularly and respond to staff members in a timely manner.

YES

Have you ever been the subject of a code of conduct or ethics complaint If yes, please explain.

I have never been subject to these complaints.

Have you ever been found in violation of the code of conduct or ethics rule If yes, please explain.

I have never been found in violation.

Are you willing to complete the required training if appointed

YES

How did you learn of a vacancy on this board or commission

Other (please specify);  
The Student Council teacher at Rocky Mountain High School recommended it to me.

# Neena Wittemyer

Fort Collins, CO 80526 [REDACTED]

## SUMMARY

Motivated Honors high school student with strong leadership experience and outstanding communication skills. Involved in extracurriculars such as Vice President of Women in STEM, Sophomore Representative of Student Council, and on the Varsity Tennis Team. Excelling in Advanced Placement Classes with a 4.0 GPA.

## EXPERIENCE

### Steamboat Tennis and Pickleball Center, Steamboat Springs, CO— *Tennis Camp Counselor*

June 2023 - August 2023

Organized and supervised camp activities such as tennis lessons, arts and crafts, pickleball lessons, and outdoor games.

Facilitated group problem-solving discussions to build positive relationships among campers.

Provided guidance and support to ensure the safety of all campers in a variety of outdoor settings.

### Self-Employed, Fort Collins, CO— *Math Tutor*

January 2021 - May 2023

Conducted individual tutoring sessions with students to help them improve their academic performance.

Demonstrated various teaching techniques to engage students in the learning process.

Assisted students in developing effective study habits and strategies for success in school.

## EDUCATION

Rocky Mountain High School, Fort Collins, CO— *Graduation Year: 2026*

## REFERENCE

Jessica Powell - [REDACTED]  
Katie Fundalinski - [REDACTED]

## SKILLS

- Group Activity Implementation
- Child Supervision
- Communication
- Customer Service
- Schedule Management

## AWARDS

Participated in the two week Harvard Chan C-Change Climate Youth Summit at Harvard University

Recipient of Aspirations in Computing award

Received a Varsity letter for tennis

## ACTIVITIES

Leadership Member on Rocky's Environmental and Climate Organization

Vice President of Women in STEM

Sophomore Representative on Student Council

## CERTIFICATIONS

Red Cross Babysitting Certification



# VOLUNTEER APPLICATION

Charlotte Wond

4/15/2024 6:03 PM

Application: **YAB - Youth Advisory Board**

### Applicant Information

Birthday: [REDACTED] Gender: Female Education Level: High School

Address: [REDACTED] Phone: [REDACTED] <<

### Availability

	S	M	T	W	T	F	S
Morning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Afternoon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evening	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Volunteer Groups Applied For

Youth Advisory Board

### Job Description

I have read the job description

### Questions

- Which Council District do you live in? Please refer to the map at: <https://gisweb.fcgov.com/HTML5Viewer/Index.html?Viewer=FCMaps&layerTheme=Council%20Districts> 4
- What school do you attend? If not attending traditional school please list alternative method of school. Rocky Mountain High School
- I acknowledge that I am willing to make the time commitment to attend monthly board meetings. YES
- How many hours per month are you willing to put in (including research, work, and meeting time) as a board member? 3-5 hours
- What is your expected date of graduation? May of 2027
- Volunteer experience (please include dates): Pumpkins on Parade (Spring Creek Gardens) - 10/20/23-10/21/23  
Tour De Corgi (Old Town FOCO) - 10/7/23  
Avery House Junior Docent - 12/10/23  
Lee Martinez Farm Treatslyvania - 10/28/23  
Fort Collins Food Bank - 1/20/24  
McGraw Elementary School International Night - 1/26/24  
NORCO Volleyball Club Prime League Referee - 3/2/24  
PSD Future Ready Center Tutoring - 11/8/23 - 11/15/23  
Coyote Ridge Elementary School Special Education volunteering - 11/10/23
- Have you applied for this board before? If yes, please explain. I have not applied before.

Why do you want to become a member of this particular board and what do you hope to gain from this experience

I want to be a member of this particular board to serve my peers in the community and to advocate for change. I love the community that I have found in Fort Collins and I want to do everything I can to better the physical and social environment of Fort Collins. I strongly believe in youth empowerment and I am also interested in the expansion of different cultures. I hope to gain experience with advocating for the desires of the people within the city, as well as collaborating with new people from different parts of Fort Collins. I also hope to develop new relationships to spread the benefits of youth advocacy and fuel solutions centered around youth-oriented issues. My goal is also to encourage engagement amongst my peers around youth advocacy. I want to support diverse ideas and augment the vocalization of diverse perspectives. Overall, I wish to make a change in the city for my peers and create new bonds with other high schoolers.

If applicable, please list any other clubs, groups, or other organizational bodies that you are a member.

Member of Rocky Mountain High School DECA (Distributive Education Club of America) and FBLA (Future Business Leaders of America)  
Presidential/officer role in Key Club  
President/ officer role in French Club  
Student Council representative  
Young Women in Leadership member  
HOSA ( Future Healthcare Professionals) member and state qualifier  
Women In Stem advocate and club member

I acknowledge that, as a board member, I must check my email communications regularly and respond to staff members in a timely manner.

YES

Have you ever been the subject of a code of conduct or ethics complaint  
If yes, please explain.

I have not.

Have you ever been found in violation of the code of conduct or ethics rule  
If yes, please explain.

I have not.

Are you willing to complete the required training if appointed

YES

How did you learn of a vacancy on this board or commission

Other (please specify);  
I heard from my school psychologist, Melanie Potyondy.

# VOLUNTEER APPLICATION

Brooke Zorich

3/19/2024 11:22 PM

Application: **YAB - Youth Advisory Board**

### Applicant Information

Birthday: [REDACTED]      Gender: Female      Education Level: High School  
 Address: [REDACTED]      Phone: [REDACTED] <<

### Availability

	S	M	T	W	T	F	S
Morning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Afternoon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evening	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Volunteer Groups Applied For

Youth Advisory Board

### Job Description

I have read the job description

### Questions

- Which Council District do you live in? Please refer to the map at: <https://gisweb.fcgov.com/HTML5Viewer/Index.html?Viewer=FCMaps&layerTheme=Council%20Districts> 5
- What school do you attend? If not attending traditional school please list alternative method of school. Fort Collins High School
- I acknowledge that I am willing to make the time commitment to attend monthly board meetings. YES
- How many hours per month are you willing to put in (including research, work, and meeting time) as a board member? 5
- What is your expected date of graduation? 2025
- Volunteer experience (please include dates): Community Service Certificate - Global Works: 60 hours of community service in Costa Rica. Summer 2023
- Have you applied for this board before? If yes, please explain. No
- Why do you want to become a member of this particular board and what do you hope to gain from this experience? I would like to help advocate for the youth in Fort Collins.
- If applicable, please list any other clubs, groups, or other organizational bodies that you are a member. I was selected to be a Link Leader to show incoming Freshmen around the high school.  
I am a teachers aide for the Yearbook Committee  
I belong to the Fort Collins Title Kickboxing Studio
- I acknowledge that, as a board member, I must check my email communications regularly and respond to staff members in a timely YES



manner.

Have you ever been the subject of a code of conduct or ethics complaint  
If yes, please explain. No

Have you ever been found in violation of the code of conduct or ethics  
rule If yes, please explain. No

Are you willing to complete the required training if appointed YES

How did you learn of a vacancy on this board or commission  
Other (please specify);  
My step sister is part of the Youth Advisory  
Board in Boulder.

# AGENDA ITEM SUMMARY

City Council




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## STAFF

Paul Sizemore, Director, Community Development and Neighborhood Services  
 Maren Bzdek, Manager, Historic Preservation Services  
 Jim Bertolini, Senior Historic Preservation Planner

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## SUBJECT

**Appeal of the Historical Preservation Commission’s Decision Finding 2601 South College Avenue Eligible for Landmark Designation.**

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## EXECUTIVE SUMMARY

The purpose of this quasi-judicial item is to consider an appeal of the decision of the Historic Preservation Commission (“HPC”) on April 17, 2024, determining that the property at 2601 South College Avenue (the “Property,” historically, the Ghent Auto Dealership) is eligible for designation as a Fort Collins Landmark.

The Appellant, Dracol, LLC, the owner of the Property, raises one issue on appeal: that the HPC failed to properly interpret and apply provisions of City Code Section 14-22, which establishes standards for determining the eligibility of structures for designation as landmarks or landmark districts. Specifically, Appellant alleges that the HPC failed to properly establish historic significance under either Standard 1 (Events/Trends) or Standard 3 (Design/Construction), and further failed to establish clear historic integrity; before making a ruling on whether the Property met the standards for significance and integrity required for Landmark designation under the Code.

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## STAFF RECOMMENDATION

None.

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## BACKGROUND / DISCUSSION

### SUMMARY OF HISTORIC PRESERVATION COMMISSION (HPC) HEARING

The purpose for the HPC hearing regarding 2601 South College Avenue on April 17, 2024, was to determine whether the subject Property met the City’s eligibility standards for City Landmark designation outlined in Municipal Code 14, Article II. To be eligible for Landmark designation and be considered an “historic resource” for development purposes, a property must meet one or more of the “significance” standards outlined in Municipal Code Section 14-22(a) *and* retain sufficient “historic integrity,” defined in Section 14-22(b) as the ability of a property to convey its historic significance.

Preservation staff initiated the historic survey process in response to a preliminary development review (PDR) application reviewed by City staff on August 16, 2023. The historic survey to determine if a property qualifies as a City Landmark is a requirement of the City’s Land Use Code, Section 5.8.1(C)(2) (formerly 3.4.7(B)(2)) before the Land Use Code updates took effect on May 17, 2024). Under Land Use Code 3.4.7

(D & C) (renumbered to 5.8.1 (C & D) with the latest Land Use Code updates), the historic survey is required when the development property contains buildings, sites, structures, or objects that are fifty (50) years of age or older and the property does not have a finding on Landmark eligibility from within the last five (5) years. With Council's finding from April 2018 expiring in April 2023, and because several aspects of eligibility seemed not to have been considered during the 2017-2018 HPC finding and appeals process, City staff required the completion of a new historic survey. This was completed on October 17, 2023, finding the Property Eligible, and issued to the developer/property owner on that date.

### Original Staff Finding

The purpose of the HPC hearing was to evaluate the former Ghent Auto Dealership, consisting of two buildings and one non-historic object (Feature 3) located at 2601 South College Avenue, to determine the Property's eligibility for designation as a Fort Collins Landmark according to the requirements contained in Municipal Code Section 14-22. On October 17, 2023, City staff determined the Property at 2601 South College to be Eligible as a Fort Collins Landmark under three standards (only one is required), thus meeting the definition of an "historic resource" under Municipal Code 14-3.

Based on the historic survey form prepared by a historian on City staff, the October 17, 2023, Official Determination found that both buildings on the Property met the eligibility requirements for significance and integrity. Staff's findings are included in the Historic Survey Form for 2601 South College Avenue, and were based on the following information:

- Under Standard 1 (Events/Trends), the site is strongly associated with the post-war movement of Fort Collins businesses, generally, and automobile dealerships, specifically, away from downtown toward the edges of the city.
- The site is significant under Standard 2 (Persons/Groups) for its association with Frank and Dwight Ghent. Additional research conducted for this project found Dwight and Frank Ghent influential and important members of the Fort Collins business community.
- Under Standard 3 (Design/Construction), the site is significant as an excellent and rare remaining example of mid-century automobile dealership design in Fort Collins and as a significant example of the Modern Movement / Contemporary architectural style in the city.
- That despite some modifications, including replacement of the original roof (presumably rolled asphalt or ballast) with standing seam metal, and replacement of the service garage doors with more modern (c.1980s) replacements, the Property retained sufficient historic integrity to convey its significance.

### Historic Preservation Commission Hearing and Finding

Staff decisions regarding eligibility for historic status are subject to appeal to the HPC within 14 days of the determination issue date, per Sec. 14-23(b) of the code. The property owner appealed to the staff determination on October 23, 2023. The HPC meeting was held on April 17, 2024, to accommodate the appellant's need to consult with their own historic preservation consultant and legal counsel.

The HPC's sole consideration was a *de novo* evaluation of the Property's eligibility for designation as a Fort Collins Landmark. While the implications of the results of that evaluation include whether the existing buildings would be treated as historic resources under the Land Use Code, the HPC did not consider or review the proposed development application for the Property, and the members did not discuss how the Land Use Code or approved modifications of standards might be applied to the Property.

The HPC's evaluation was governed by City Code Section 14-22, which establishes that a property or district must possess *Significance* under at least one of four criteria (events, persons/groups, design/construction, or information potential) and also must possess *Integrity*, i.e., the ability to convey any established significance through existing, related physical characteristics. Integrity is evaluated based on seven aspects as noted in the City Code: location, design, setting, materials, workmanship, feeling, and

association; however, all seven aspects are not required “as long as the overall sense of past time and place is evident.”

The HPC considered the following information when making their decision on eligibility:

1. The Property’s intensive-level historic survey document that was the basis for staff’s determination of eligibility; and
2. Additional information from staff provided in the HPC meeting agenda item summary (AIS) and presentation regarding the Property’s history in the context of the development of Fort Collins, the Property’s current condition, and discussion of professional methodology that is commonly used to evaluate historic properties under Fort Collins Municipal Code. This methodology, based on the Code’s language, places value on local significance as well as incorporating national standards from the National Register of Historic Places; and
3. Evidence and information provided by the Appellant, including an intensive-level historic survey document produced by the appellant’s historian, who met the City’s professional qualifications for historic preservation; and
4. Evidence and comments received from members of the public, in writing, prior to the meeting (no members of the public spoke at the meeting).

The HPC determined the following regarding the Property:

- The HPC found that the Property meets Standard 1 (Events/Trends), specifically as a significant reflection of the post-war movement of Fort Collins businesses, generally, and automobile dealerships, specifically, away from downtown toward the edges of the city.
- The HPC found that the Property meets Standard 3 (Design/Construction) as a resource that embodies Modern Contemporary design in Fort Collins.
- The HPC found that the Property does not meet the requirements for Standard 2 (Persons/Groups) or Standard 4 (Information Potential).
- The HPC found that the Property meets a sufficient number of the seven aspects to retain historic integrity, specifically the following aspects outlined in Municipal Code 14-22(b):
  - Location, because the Property had not been moved since construction;
  - Design, because most major architectural features of the Contemporary design remain;
  - Setting, because the changes to the surrounding neighborhood do not detract from the original 1960s setting of the Property;
  - Materials, because only minor elements have been removed or altered and the original buildings remain intact; and
  - Workmanship, because the original materials and construction techniques of its time remain apparent.

On a vote of 4-2, the HPC determined that the Ghent Auto Dealership at 2601 South College Avenue meets the requirements for eligibility for Landmark designation, because it meets at least one standard of significance and retains sufficient historic integrity.

## **CLAIMS ON APPEAL**

Appellant timely filed a Notice of Appeal seeking reversal of the HPC’s determination as to eligibility for the Ghent Auto Dealership. Appellant asserts one claim: Appellant alleges that the HPC failed to properly interpret and apply City Code Section 14-22. More specifically, Appellant contends that that the auto dealership lacks sufficient significance or integrity to convey its Significance as required under Section 14-22. In its Notice of Appeal, Appellant argues the following:

- Regarding significance found under Standard 1 (Events/Trends), that “the HPC failed to properly apply the criteria to the evidence in the record...Although the Cultural Resource Survey prepared by the City stated that the Property was significant for “events,” as a reflection of the post-war movement of City businesses, and specifically automobile dealerships, away from downtown, the evidence in the record shows that this Property did not individually contribute significantly to this facet of urban development, as urban expansion to suburbia was happening everywhere in the United States, and had been in progress for two decades by the time this dealership was built.’ Therefore, the HPC erred in finding that the criterion of “events” was met.”
- Regarding significance found under Standard 3 (Design/Construction), that “ the HPC failed to properly apply the criteria to the evidence in the record, specifically that “although the Cultural Resource Survey prepared by the City stated that the Property was significant for “design/construction” as a resource that embodies Modern Contemporary design, the evidence in the record shows that this Property does not represent the work of a master, nor high artistic value, nor a distinguishable entity, as required by the criteria, and in fact the design and details are “very common” and in “no way remarkable” for the period, as documented in the Appellant Survey. Therefore, the HPC erred by finding the “design/construction” criterion for significance was met.”
- Regarding historic integrity, or the ability of the Property to convey its significance under one or more of the City’s significance standards, “the HPC again failed to properly apply the seven criteria for integrity to the evidence in the record. First, the HPC erred by finding that even five of the seven criteria for integrity were met. As demonstrated by the evidence in the record, including the Property Owner’s cover letter, the Appellant Survey, and the testimony of Ms. Feinberg Lopez, none of the seven criteria are met. However, even if such five criteria had been met, the HPC still erred in making a finding that the criteria for integrity as a whole were met. This is true even though the Code states that not all seven criteria need to be met “as long as the overall sense of past time and place is evident.” As documented in the Official Determination, the HPC found that the criteria for integrity of “feeling” (“a resource’s expression of the aesthetic or historic sense of a particular period of time”) and “association” (“the direct link between an important event or person and a historic or prehistoric resource”) were not met. If a resource fails to express the aesthetic or historic sense of its time period, and there is no apparent link between the historic resource and its significance, then it is not possible that the “overall sense of past time and place” could be “evident,” and therefore the failure of these criteria to be met should have led to a determination that the Property did not contain sufficient integrity for historic designation.”
- Regarding comparisons with other, similar, properties in Fort Collins, “in coming to its conclusion, the HPC relied on a belief that the Property is one of only two remaining commercial buildings from the era in the area, but the record demonstrates that in fact there are many more than two. The Appellant Survey provides examples of at least nine commercial buildings in addition to the Property that were constructed along College Avenue within 10 years of the Property, some of which are auto dealerships. Therefore, the HPC improperly applied the criteria to the facts in the record with respect to integrity.”
- Regarding Land Use Code changes made in 2019 relating to evaluating historic properties, “Please note that in 2017, in connection with the proposed redevelopment of the Property, City staff determined that the Property was eligible for historic designation. The HPC upheld this determination on appeal, and the Property Owners appealed to Council. Council overturned the determination on April 3, 2018, finding that the Property and its improvements did not meet the criteria for eligibility for historic designation in the Code, and determining that the Property was not eligible for designation. Council’s determination recently expired on April 3, 2023. The record shows that since Council’s determination on April 3, 2018, there have been no new discoveries about the historic significance of the site, and the criteria for eligibility in the Code have not changed to a degree sufficient to warrant a different finding.

## **CITY FINANCIAL IMPACTS**

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None.



## PUBLIC OUTREACH

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None.

## ATTACHMENTS

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1. Public Hearing Notice and Mailing List
2. Notice of Appeal Filed April 30, 2024
3. Staff Report to Historic Preservation Commission, April 17, 2024
4. Staff Presentation to Historic Preservation Commission, April 17, 2024
5. Applicant Presentation to Historic Preservation Commission, April 17, 2024
6. Public Comment List
7. Verbatim Transcript of Meeting
8. Link to Meeting Video
9. Presentation

# **Public Hearing Notice**

## **Mailing List**



**City Clerk**  
300 LaPorte Avenue  
PO Box 580  
Fort Collins, CO 80522  
**970.221.6515**  
970.221-6295 - fax  
[fcgov.com/cityclerk](http://fcgov.com/cityclerk)

## PUBLIC HEARING NOTICE

### Appeal of the Historic Preservation Commission Decision Regarding the Denial of the Property Owner's Appeal of the Determination of Historic Eligibility Located at 2601 S. College Avenue

The Fort Collins City Council will hold a public hearing on the enclosed appeal.

**Appeal Hearing Date:** June 4, 2024

**Time:** 6:00 pm (or as soon thereafter as the matter may come on for hearing)

**Location:** Council Chambers, City Hall, 300 LaPorte Avenue, Fort Collins, CO

**Agenda Materials:** Available after 3 pm, May 30, 2024, in the City Clerk's office and at [fcgov.com/agendas](http://fcgov.com/agendas).

*Why am I receiving this notice? City Code requires that a Notice of Hearing be provided to Parties-in-Interest, which means you are the applicant of the project being appealed, have a possessory or proprietary interest in the property at issue, received a City mailed notice of the hearing that resulted in the decision being appealed, submitted written comments to City staff for delivery to the decision maker prior to the hearing resulting in the decision being appealed, or addressed the decision maker at the hearing that resulted in the decision being appealed.*

Further information is available in the Appeal guidelines online at [fcgov.com/appeals](http://fcgov.com/appeals).

The Notice of Appeal and any attachments, any new evidence that has been submitted and presentations for the Appeal Hearing can be found at [fcgov.com/appeals](http://fcgov.com/appeals).

If you have questions regarding the appeal process, please contact the City Clerk's Office (970.221.6515). For questions regarding the project itself, please contact Paul Sizemore, Community Development and Neighborhood Services Director ([psizemore@fcgov.com](mailto:psizemore@fcgov.com) or 970.224.6140).

*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.*

A handwritten signature in blue ink that reads "Heather L. Walls".

Heather Walls, Interim City Clerk

**Notice Mailed:** May 14, 2024

**Cc:** City Attorney  
Historic Preservation Department

Names	Street Number	Street Name	City	State	Zip Code	Email Address
Carolyn White (attorney for), Draco, LLC	410	17th St, Suite 2200	Denver	CO	80202	<a href="mailto:Cwhite@BHFS.com">Cwhite@BHFS.com</a>
Angela Hygh (attorney for), Draco, LLC	410	17th St, Suite 2200	Denver	CO	80202	<a href="mailto:ahygh@BHFS.com">ahygh@BHFS.com</a>
Draco, LLC	5994	S. Holly St., No. 185	Greenwood Village	CO	80111-4221	
Natalie Feinberg Lopez (consultant for), Draco, LLC	PO Box 9464		Aspen	CO	81612	<a href="mailto:natalie@builtenvironmentevolution.com">natalie@builtenvironmentevolution.com</a>
Kriss Spradley, (part owner in), Draco, LLC	3453	N. County Rd 1	Fort Collins	CO	80524	<a href="mailto:kriss@rockymtnemail.com">kriss@rockymtnemail.com</a>
Bill Barr, (part owner in), Draco, LLC	5992	Wingspread Ct	Fort Collins	CO	80524	
2Mazda of Fort Collins (tenant)	2601	S. College Ave	Fort Collins	CO	80525-2137	
Tyler Texeira, Beacon Construction	PO Box 270218		Fort Collins	CO	80527	<a href="mailto:tyler@beacon-con.com">tyler@beacon-con.com</a>
David Everitt						<a href="mailto:dgecamino1@gmail.com">dgecamino1@gmail.com</a>
Sara Vaught						<a href="mailto:sara@pennymade.co">sara@pennymade.co</a>
Glen Schwab						<a href="mailto:schwab11@comcast.net">schwab11@comcast.net</a>
Lisa Clay, Advance Tank and Construction	PO Box 219		Wellington	CO	80549	<a href="mailto:lclay@advancetank.com">lclay@advancetank.com</a>
Mark Sears	3131	Worthington Ave	Fort Collins	CO	80526	<a href="mailto:marksears1@msn.com">marksears1@msn.com</a>
Bob Carnahan	1207	Oak Island Ct	Fort Collins	CO	80525	<a href="mailto:bob@bcarnahan.com">bob@bcarnahan.com</a>
Susan Abbott Schneider	1570	Rhode Island St	Loveland	CO	80538	<a href="mailto:s1schneid@yahoo.com">s1schneid@yahoo.com</a>
Meg Dunn	720	W. Oak Street	Fort Collins	CO	80521	<a href="mailto:meg@urbanfortcollins.com">meg@urbanfortcollins.com</a>
Sharon Danhauer	1345	E. 7th St. #7	Loveland	CO	80537	<a href="mailto:sadhanau@gmail.com">sadhanau@gmail.com</a>

# Notice of Appeal

Filed by  
Angela Hygh

### NOTICE OF APPEAL

FOR CITY CLERK'S  
USE ONLY:  
DATE FILED: 4-30-2024  
INITIALS: JAE

**Action Being Appealed:** Denial of the property owner's appeal of the determination of historic eligibility for 2601 S. College Avenue

**Date of Action:** 04/17/2024      **Decision Maker:** Historic Preservation Commission

**Appellant/Appellant Representative (if more than one appellant):**

**Name:** Angela Hygh      **Phone #:** (303) 223-1143

**Address:** 675 15th Street, Suite 2900, Denver, CO 80202      **Email:** ahygh@bhfs.com

**INSTRUCTIONS**

For each allegation marked below, attach a separate summary of the facts contained in the record which support the allegation of no more than two pages, Times New Roman 12-point font. Please restate allegation at top of first page of each summary.

#### GROUND S FOR APPEAL

The Decision Maker committed one (1) or more of the following errors (check all that apply):

Failure to properly interpret and apply relevant provisions of the City Code, the Land Use Code, and Charter. List relevant Code and/or Charter provision(s) here, by specific Section and subsection/subparagraph:

Municipal Code Section 14-22 - Standards for determining the eligibility of sites, structures, objects and districts for designation as landmarks or landmark districts.

Failure to conduct a fair hearing in that:

- (a) The Board, Commission, or other Decision Maker exceeded its authority or jurisdiction as contained in the Code or Charter. [New evidence not allowed]
- (b) The Board, Commission or other Decision Maker substantially ignored its previously established rules of procedure. [New evidence not allowed]
- (c) The Board, Commission or other Decision Maker considered evidence relevant to its findings which was substantially false or grossly misleading. [New evidence allowed]
- (d) The Board, Commission or other Decision Maker improperly failed to receive all relevant evidence offered by the appellant. [New evidence allowed]
- (e) The Board, Commission or other Decision Maker was biased against the appellant by reason of a conflict of interest or other close business, personal or social relationship that interfered with the Decision Maker's independence of judgment. [New evidence allowed]

**NEW EVIDENCE**

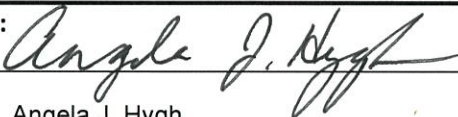
All new evidence the appellant wishes Council to consider at the hearing on the appeal must be submitted to the City Clerk within seven (7) calendar days after the deadline for filing a Notice of Appeal and must be clearly marked as new evidence. No new evidence will be received at the hearing in support of these allegations unless it is submitted to the City Clerk by the deadline (7 days after the deadline to file appeal) or offered in response to questions posed by Councilmembers at the hearing.

### APPELLANTS

*Parties-in-interest* have the right to file an appeal.

A party-in-interest is a person who, or organization which, has standing to appeal the final decision of a board, commission or other decision maker. Such standing to appeal is limited to the following:

- The applicant.
- Anyone who owns or occupies the property which was the subject of the decision made by the board, commission or other decision maker.
- Anyone who received the mailed notice of, or spoke at, the hearing of the board, commission or other decision maker.
- Anyone who provided written comments to the appropriate City staff for delivery to the board, commission or other decision maker prior to or at the hearing on the matter that is being appealed.
- A City Councilmember.

<b>Signature:</b> 	<b>Date:</b> 4/30/2024
<b>Name:</b> Angela J. Hygh	<b>Email:</b> ahygh@bhfs.com
<b>Address:</b> 675 15th Street, Suite 2900, Denver, CO 80202	<b>Phone #:</b> (303) 223-1143
<b>Describe how you qualify as a party-in-interest:</b> Appellant spoke at the hearing of the Commission and is counsel to the owners of the subject property.	

<b>Signature:</b>	<b>Date:</b>
<b>Name:</b>	<b>Email:</b>
<b>Address:</b>	<b>Phone #:</b>
<b>Describe how you qualify as a party-in-interest:</b>	

<b>Signature:</b>	<b>Date:</b>
<b>Name:</b>	<b>Email:</b>
<b>Address:</b>	<b>Phone #:</b>
<b>Describe how you qualify as a party-in-interest:</b>	

ATTACH ADDITIONAL SIGNATURE SHEETS AS NECESSARY

*Failure to properly interpret and apply relevant provisions of the City Code, the Land Use Code, and Charter – Municipal Code Sec. 14-22.*

At the Historic Preservation Commission (“**HPC**”) meeting on April 17, 2024, the HPC determined by a 4-2 vote that the automobile dealership located at 2601 S. College Avenue (the “**Property**”), Fort Collins (the “**City**”), CO, fulfilled the criteria for “significance” and “integrity” set forth in Section 14-22 of the Municipal Code (the “**Code**”) and was thus eligible for historic designation. This determination by the HPC was the result of an appeal by the property owner Dracol LLC (the “**Property Owner**”) of a determination by City staff that the Property was eligible for historic designation. However, the Property Owner agrees with the prior determination by the Fort Collins City Council (“**City Council**”) in 2018 that the Property does *not* meet the criteria for historic eligibility in Section 14-22 of the Code, and further asserts that in making its determination, the HPC failed to properly interpret and apply Section 14-22 of the Code to the facts and evidence contained in the record.

Pursuant to Section 14-22 of the Code, to be considered eligible for historic designation, a property must fulfill the criteria for “significance” and “integrity” set forth in Section 14-22 of the Code. As described in more detail in the Official Determination issued on April 17, 2024 (the “**Official Determination**”), the HPC determined that the Property met the criteria for significance of “events” and “design/construction” in subsections 14-22(a)(1) and (2) of the Code, respectively, and that the Property met the criteria for integrity of “location,” “design,” “setting,” “materials,” and “workmanship” set forth in subsections 14-22(b)(1), (2), (3), (4), and (5) of the Code, respectively.

With respect to significance, the HPC failed to properly apply the criteria to the evidence in the record, including the Cultural Resource Survey provided on behalf of the Property Owner (the “**Appellant Survey**”) and testimony at the hearing provided by Natalie Feinberg Lopez of Built Environment Evolution, a historic preservation expert approved by the City. Although the Cultural Resource Survey prepared by the City stated that the Property was significant for “events,” as a reflection of the post-war movement of City businesses, and specifically automobile dealerships, away from downtown, the evidence in the record shows that this Property did not individually contribute significantly to this facet of urban development, as urban expansion to suburbia was happening everywhere in the United States, and had been in progress for two decades by the time this dealership was built.<sup>1</sup> Therefore, the HPC erred in finding that the criterion of “events” was met.

Further, although the Cultural Resource Survey prepared by the City stated that the Property was significant for “design/construction” as a resource that embodies Modern Contemporary design, the evidence in the record shows that this Property does not represent the work of a master, nor high artistic value, nor a distinguishable entity, as required by the criteria, and in fact the design and details are “very common” and in “no way remarkable” for the period, as documented in the

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<sup>1</sup> As Commissioner Chris Conway mentioned during the HPC meeting, “Some of these trends are things that were going to happen to Fort Collins anyway. If you go to Loveland or Greeley or Longmont, you’ll see the same patterns. While that event did happen, I don’t see it as significant in the historical sense. . . . I think Fort Collins would look the same whether or not the Ghents had opened up their dealership [i.e., the Property] in 1966 in the south side of town.” 2:22:30



Appellant Survey. Therefore, the HPC erred by finding the “design/construction” criterion for significance was met.

With respect to integrity, the HPC again failed to properly apply the seven criteria for integrity to the evidence in the record. First, the HPC erred by finding that even five of the seven criteria for integrity were met. As demonstrated by the evidence in the record, including the Property Owner’s cover letter, the Appellant Survey, and the testimony of Ms. Feinberg Lopez, none of the seven criteria are met. However, even if such five criteria had been met, the HPC still erred in making a finding that the criteria for integrity *as a whole* were met. This is true even though the Code states that not all seven criteria need to be met “as long as the overall sense of past time and place is evident.” As documented in the Official Determination, the HPC found that the criteria for integrity of “feeling” (“a resource’s expression of the aesthetic or historic sense of a particular period of time”) and “association” (“the direct link between an important event or person and a historic or prehistoric resource”) were not met. If a resource fails to express the aesthetic or historic sense of its time period, and there is no apparent link between the historic resource and its significance, then it is not possible that the “overall sense of past time and place” could be “evident,” and therefore the failure of these criteria to be met should have led to a determination that the Property did not contain sufficient integrity for historic designation. Further, in coming to its conclusion, the HPC relied on a belief that the Property is one of only two remaining commercial buildings from the era in the area,<sup>2</sup> but the record demonstrates that in fact there are many more than two. The Appellant Survey provides examples of at least nine commercial buildings in addition to the Property that were constructed along College Avenue within 10 years of the Property, some of which are auto dealerships. Therefore, the HPC improperly applied the criteria to the facts in the record with respect to integrity.

Please note that in 2017, in connection with the proposed redevelopment of the Property, City staff determined that the Property was eligible for historic designation. The HPC upheld this determination on appeal, and the Property Owners appealed to City Council. City Council overturned the determination on April 3, 2018, finding that the Property and its improvements did not meet the criteria for eligibility for historic designation in the Code, and determining that the property was *not* eligible for designation. City Council’s determination recently expired on April 3, 2023. The record shows that since City Council’s determination on April 3, 2018, there have been no new discoveries about the historic significance of the site, and the criteria for eligibility in the Code have not changed to a degree sufficient to warrant a different finding.

If the determination of historic eligibility of the Property were to be upheld, then additional requirements and conditions to development in Code Section 3.4.7 would be triggered in connection with any redevelopment of the Property. Such requirements and conditions would be unduly burdensome on the Property Owners and would preclude redevelopment of the site in the manner envisioned in the Fort Collins City Plan and Midtown Plan. Furthermore, as mentioned in the testimony of Ms. Feinberg Lopez, a finding of historic eligibility for “marginal structures” like those on the Property undermines faith by the community in the historic designation process.

We respectfully request that City Council overturn the determination of the HPC and staff that the Property is eligible for historic designation and, if possible, request a hearing date of June 4, 2024.

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<sup>2</sup> See Hearing Video, Timestamp: 3:10:31.

**Staff Report**  
**(with attachments)**  
**Presented to the**  
Historic Preservation Commission  
April 17, 2024

**STAFF REPORT**  
Historic Preservation Commission  
April 17, 2024

**PROJECT NAME**

**2601 S. COLLEGE: APPEAL OF DETERMINATION OF ELIGIBILITY**

STAFF: Jim Bertolini, Senior Historic Preservation Planner  
Maren Bzdek, Historic Preservation Manager  
Rebekah Schields, Historic Preservation Specialist

**PROJECT INFORMATION**

**DESCRIPTION:** This item is to consider the appeal of the determination of eligibility for Fort Collins Landmark designation of the commercial property at 2601 South College Avenue. On October 17, 2023, in fulfillment of a pre-submittal requirement for a development review application, staff determined that the property was Landmark-eligible based on evidence and conclusions presented by an independent historic survey contractor in an intensive-level survey form. When undergoing development review, Landmark-eligible properties are subject to the historic resource requirements in Fort Collins Land Use Code Section 3.4.7. Staff decisions may be appealed to the Historic Preservation Commission.

**APPELLANT:** DRACOL, LLC

**HPC'S ROLE:**

Section 14-23 of the Fort Collins Municipal Code establishes that “any determination made by staff regarding eligibility may be appealed to the Commission by the applicant, any resident of the City, or owner of property in the City.” In this hearing, the Commission shall consider an appeal of the determination of eligibility for 2601 S. College Avenue, based on the provided evidence from the initial determination (Colorado Cultural Resource Survey Architectural Inventory 1403 form) and any new evidence presented at the hearing. The Commission must use the standards for determining the eligibility of sites, structures, objects, and districts for designation as Fort Collins landmarks in Section 14-22 of the municipal code to make its own determination of eligibility. Final decisions of the Commission shall be subject to the right of appeal to the Fort Collins City Council (Section 14-9).

**BACKGROUND**

On October 17, 2023, City staff determined the property at 2601 S. College to be Eligible as a Fort Collins Landmark, thus meeting the definition of an “historic resource” under Municipal Code 14-3, in response to a preliminary development review (PDR) application received on July 19, 2023. Per the requirements of Section 3.4.7 of the Land Use Code, adaptive reuse of historic resources on development sites in a manner consistent with the Secretary of Interior’s Standards for Rehabilitation is required, subject to the potential for a Modification of Standards under Land Use Code 2.8. Staff decisions regarding eligibility for historic status are subject to appeal to the Historic Preservation Commission within 14 days of the determination issue date, per Sec. 14-23(b) of the code. The property owner appealed the staff

determination on October 23, 2023. The HPC meeting was scheduled for April 17, 2024, to accommodate the appellant's need to consult with their own historic preservation consultant and legal counsel.

### **Property History**

*This section is largely reproduced and adapted from Attachment 1, the staff-produced historic survey form for the property.*

This site is the Ghent Automobile Dealership, constructed in 1966. It consists of three features: an irregular plan showroom and service center (Feature 1), a rectangular plan building constructed for use as a used car office (Feature 2), and a set of detached concrete stairs (Feature 3) belonging to the W. A. Drake farm which occupied the site prior to the dealership. Frank Ghent began selling cars in 1926 and continued to work in the automotive industry through the 1980s. In 1940, Ghent took over the Ford Automobile dealership at 205 N. College. With the help of his sons, Eldon and Dwight, the Ghents opened a used car dealership across the street and a service and parts store several blocks away. The business relocated to this site in 1966 and combined all aspects of their dealership on one property. The site is significant under Fort Collins Significance Standards 1, 2, and 3 for its association with the post-war movement of businesses, generally, and automobile dealerships, specifically, away from downtown toward the edges of the city, for its association with the Ghent family, as an excellent representation of mid-century automobile dealership design, and as a representation of the Modern Movement / Contemporary architectural style.

### **Automobiles in Fort Collins**

Invented in the late nineteenth-century, the automobile has transformed American life and space. Early automobiles were a luxury of the wealthy, as most Americans traveled by foot, horsepower, or railroad. The first automobile appeared in Fort Collins in 1902, driven by County Judge J. Mack Mills. Ownership grew slowly, and it was more than a year later before the next automobile came to town. By 1909, the city clerk reported 140 vehicles registered to Fort Collins residents. With a population of approximately 8,000 in 1910, it is apparent that automobile ownership continued to be a recreational expense only for the elite of Fort Collins. Introduction of enclosed cabs, easy starters, and the innovation of mass production techniques by Henry Ford in the 1910s significantly reduced the cost of construction and made automobiles more attractive to middle-class Americans. Ownership rose drastically in the 1920s, buoyed by economic prosperity and the easy availability of credit. By 1927, more than 50% of Americans owned a car, shifting car culture from a luxury expense of the wealthy to a requirement of life in the United States.

As the United States entered the post-war era, car manufacturers quickly shifted back to producing automobiles. Many Americans had put off buying a new vehicle during the previous decades of depression and war and consumer demand for new cars rose to a new high in 1949. Car purchases increased through the 1950s, fueled by fears that involvement in the Korean War would again restrict automobile manufacturing. Although automobile designs in the late 1940s appeared very similar to pre-war vehicles, car manufacturers were soon debuting new sleek, streamlined, modern designs; frequently changing features and body styles encouraged the purchase of a new, updated automobile. Post war prosperity coupled with easily available credit and the connection of consumerism to patriotism drove the emergence of a uniquely American car culture. Families moved away from the city center into newly developed suburbs where daily tasks, like running errands and going to work, required use of an automobile. For local Fort Collins residents, the dominance of individual automobile transportation was secured when the city's streetcar system, established in 1907, closed in 1951.

In Fort Collins, the thriving postwar economy drove a building boom that lasted into the 1970s. As automobile use became the norm, businesses accommodated drivers with easy access, free parking, and drive-up services. Even Fort Collins' new City Hall, constructed in 1958, included a drive-up window for utility payments. Although the city's wide streets and availability of parking allowed merchants to remain profitable downtown for longer than other cities, by the 1960s, several of the main retail establishments were beginning to relocate away from downtown. J.C. Penny constructed a new store on South College Avenue in 1963 and Montgomery Ward relocated to the new University Shopping Center that same year. Downtown automobile vendors were a significant part of this trend as well.

### **The Ghent Dealership**

In 1936, Art Sheely constructed a new Moderne style showroom at 330 S. College. The building occupied a corner lot along the main thoroughfare and was located slightly farther away from downtown than earlier dealerships; several residences had to be demolished prior to construction.<sup>22</sup> The building was asymmetrical with large front windows, a stepped parapet with horizontal lines, and a large Chrysler-Plymouth neon sign over the primary entrance.<sup>23</sup> Dreiling Motors also constructed a new dealership in 1943 at 230 S. College. The stucco-clad building supported banks of large, plate glass windows, an inset corner entrance with gasoline pumps, and a large lighted, curved sign which advertised GMC Trucks and Buick.

Few dealerships were constructed during WWII, but pent-up consumer demand and a shift towards car culture led to a proliferation of new auto dealers and showrooms postwar. With heightened competition, dealers needed to set themselves apart and capture the interest of their increasingly mobile customers. Car manufacturers began to print informational booklets for dealers which provided advice on planning new dealerships and shared the results of dealership design competitions. Planning Automobile Dealer Properties, produced in 1948 by General Motors Corporation, provided guidance for business owners looking to construct a new dealership. The book's first eighteen pages detail the importance of the showroom, which acted as a continuous advertisement for the cars located within. The guide noted that showrooms should be sited in the most prominent location, "so that it is seen- by the largest amount of traffic, for the longest period of time, and at the most frequent intervals"; this was essential as traffic, "is the raw material from which all customers are derived." The book considered such details as proper viewing distance from automobile traffic, shape and angle of store windows, the importance of natural lighting, canopies, roof supports, and display backgrounds. Dealerships also utilized other features to further catch the eye of potential customers including large colorful signs that moved or blinked and using dramatic exaggeration of the building's structural elements like folded-plate roofs and asymmetrical massing.

The number of Fort Collins automobile dealerships increased significantly following WWII. The 1936 city directory lists eleven automobile sellers and by 1960, the number had increased to nineteen. A 1953 promotional publication from the Securities Investment Corporation entitled, *The Counselor*, described the auto industry as "vital" to the Fort Collins economy. "With 893 people dependent directly upon the automotive industry...with a total volume of \$6,802,086.89 in new car sales and service during the last year, and with a combined payroll of \$893,877.95... this industry represents a very vital part in the general economy of the community."

As the city's population skyrocketed and new cars increased in size, dealers looked towards the outskirts of town for expansion. Several dealerships moved north along College Avenue and new dealerships emerged at 742, 910, 1110, 1006, and 1827 North College by 1960. Fewer dealerships looked to the south; it wasn't until 1964 that the first automobile dealership moved past the 400 block of South College. That year, Rauch Motors constructed a new dealership at 2000 S. College. The business was short-lived, closing in 1972, but lead the way for others moving in that direction including Ghent Motors at 2601 S. College in 1966, Ferd Markley to 3401 S. College in 1973, and Dick Dellenbach to 3111 S. College in 1971.

### **Ghent Dealership**

By 1964, Ghent Motors was considering a move away from their downtown location. In a 1987 edition of *Business World*, local competitor Gene Markley of Markley Motors remembers the move, "Ghent was the first to go south... We all thought he was a little crazy for moving out into the country". The new 5-acre location at the corner of Drake Road and College Avenue had been a part of the W. A. Drake Farm and was first developed only as an additional car lot. An advertisement for the South College Sales Lot's grand opening located the dealership's expansion squarely within the context of Fort Collins' mid-century growth and the subsequent movement of commercial properties away from the city center. The South College lot was, "Expanding with Growing Fort Collins" and the ad noted, "Now as our city grows we add a modern, well lighted car lot to serve Fort Collins even better".

In February of 1966, the new dealership complex was announced. A good deal of research was conducted prior to its development, a 1966 *Coloradoan* article noted the Ghents, “traveled to several states, looking at new dealer buildings and gathering ideas the last five years before the original new design was reached”. The new complex boasted a five-car, glass-fronted showroom, 32 service stalls, doubled body shop space, and a drive-up window for parts purchasing; two acres of the site were reserved for customer parking while the remaining three acres housed the vehicle inventory and buildings. Denver architects Moore, Combs, and Burch designed the buildings with modern materials and features including air conditioning, laminated wood beams, and a pre-stressed concrete roof. A separate building housed the used car office (Feature 2).

### Site History

A car wash was added to the site in 1972. The building was located at the northwest corner of the site and was removed between 1983-1999. In 1976, chain link fencing was added around the rear parking area and prefabricated buildings were installed, although their exact location is unknown. The roof of the west portion was replaced in 1997 with EPDM roofing (synthetic rubber). In 1998, the east portion roof was replaced with 18-inch standing seam metal panels. Other alterations since the time of construction include the replacement of at least 14 overhead service doors with modern counterparts; the exact date of this change is unknown.

Previous documentation for this site posited that the canopy on the east-northeast elevation was added after the building’s original construction date of 1966. Although there are several construction images that show the building without the canopy, a 1966 photo in the *Coloradoan* provides evidence that it was constructed at the same time as the remainder of the dealership. In addition, an artist sketch of the building’s design printed in February of that year depicts the canopy, indicating it was an integral part of the building from the design stage.

The previous documentation also notes the two shed-roofed additions to the west elevation were added in 2004 as documented by plans held at the Fort Collins Permit Office. These plans could not be relocated during this project and historic aerial images indicate the additions were added between 1983-1999.

2018 DOE and Development Review History: On October 16, 2017, a development applicant first contacted Historic Preservation Services to complete an historic review of the property at 2601 S. College Avenue. Under a previous code process that did not require completion of an intensive-level historic survey as the basis for a determination of eligibility, on October 26, the CDNS Director and the Chair of the LPC (Landmark Preservation Commission, now the HPC) determined the property was an historic resource based on landmark eligibility. The applicant appealed that decision, which was heard by the LPC on February 21, 2018. After discussion, the LPC determined the property Eligible as an historic resource. The appellant appealed the LPC decision to City Council, which heard the matter on April 3 and determined the property Not Eligible for landmark designation. Determinations of eligibility are valid for five years per Sec. 14-23(a). City Council’s 2018 determination expired five years following the decision on April 3, 2023 (see LUC 3.4.7, C, 1). At the HPC’s request, this process record has been added as Attachment 5, for reference.

August 16, 2023 – Preliminary Development Review: The property in question is part of a redevelopment proposal submitted by Norris Design. At their preliminary development review hearing with City staff on August 16, Preservation staff identified the need for historic survey of 2601 S. College Avenue, 2627 S College Avenue, and 132 W Thunderbird Drive, because all three properties lacked official determinations of eligibility completed within the last five years.

August 23, 2023 – Survey Ordered: On August 23, 2023 payment was received from the applicant for historic survey of the three properties. Preservation staff completed the survey.

October 17, 2023 – Survey Completed and Transmitted: On October 17, 2023, staff transmitted the results of the survey to the developers and the owners of record for both properties. Staff found that 2601 S. College Avenue is Eligible, based on its significance under Standards 1, 2, and 3. Staff also

determined that 2627 S College Avenue and 132 W Thunderbird Drive are Not Eligible under any applicable criteria.

October 27, 2023 – Appeal Received – On October 27, staff received an appeal of the finding of Eligible for 2601 S. College from Kriss Spradley on behalf of the owner, DRACOL LLC. Per the appellant's request, staff scheduled the hearing for April 2024 HPC meeting.

## RELEVANT CODES AND PROCESSES FOR HISTORIC REVIEW

Sec. 14-22. - Standards for determining the eligibility of sites, structures, objects and districts for designation as landmarks or landmark districts.

A determination of eligibility for landmark designation typically applies to the entire lot, lots, or area of property upon which the landmark is located and may include structures, objects, or landscape features not eligible for landmark designation located on such lot, lots, or area of property. In order for a district to be eligible for landmark district designation, at least fifty (50) percent of the properties contained within the proposed landmark district must qualify as contributing to the district. Resources eligible for landmark designation or eligible to contribute to a landmark district must possess both significance and integrity as follows:

- (a) Significance is the importance of a site, structure, object, or district to the history, architecture, archeology, engineering or culture of our community, State or Nation. Significance is achieved through meeting one (1) or more of four (4) standards recognized by the U.S. Department of Interior, National Park Service. These standards define how resources are significant for their association with events or persons, in design or construction, or for their information potential. The criteria for determining significance are as follows:
  - (1) Events. Resources may be determined to be significant if they are associated with events that have made a recognizable contribution to the broad patterns of the history of the community, State or Nation. A resource can be associated with either, or both, of two (2) types of events:
    - a. A specific event marking an important moment in Fort Collins prehistory or history; and/or
    - b. A pattern of events or a historic trend that made a recognizable contribution to the development of the community, State or Nation.
  - (2) Persons/Groups. Resources may be determined to be significant if they are associated with the lives of persons or groups of persons recognizable in the history of the community, State or Nation whose specific contributions to that history can be identified and documented.
  - (3) Design/Construction. Resources may be determined to be significant if they embody the identifiable characteristics of a type, period or method of construction; represent the work of a craftsman or architect whose work is distinguishable from others by its characteristic style and quality; possess high artistic values or design concepts; or are part of a recognizable and distinguishable group of resources. This standard applies to such disciplines as formal and vernacular architecture, landscape architecture, engineering and artwork, by either an individual or a group. A resource can be significant not only for the way it was originally constructed or crafted, but also for the way it was adapted at a later period, or for the way it illustrates changing tastes, attitudes, and/or uses over a period of time. Examples are residential buildings which represent the socioeconomic classes within a community, but which frequently are vernacular in nature and do not have high artistic values.
  - (4) Information potential. Resources may be determined to be significant if they have yielded, or may be likely to yield, information important in prehistory or history.
- (b) Integrity is the ability of a site, structure, object, or district to be able to convey its significance. The integrity of a resource is based on the degree to which it retains all or some of seven (7) aspects or qualities established by the U.S. Department of Interior, National Park Service: location, design, setting, materials, workmanship, feeling and association. All seven (7) qualities

do not need to be present for a site, structure, object, or district to be eligible as long as the overall sense of past time and place is evident. The criteria for determining integrity are as follows:

- (1) Location is the place where the resource was constructed or the place where the historic or prehistoric event occurred.
- (2) Design is the combination of elements that create the form, plan space, structure and style of a resource.
- (3) Setting is the physical environment of a resource. Whereas location refers to the specific place where a resource was built or an event occurred, setting refers to the character of the place in which the resource played its historic or prehistoric role. It involves how, not just where, the resource is situated and its relationship to the surrounding features and open space.
- (4) Materials are the physical elements that form a resource.
- (5) Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. It is the evidence of artisans' labor and skill in constructing or altering a building, structure or site.
- (6) Feeling is a resource's expression of the aesthetic or historic sense of a particular period of time. It results from the presence of physical features that, taken together, convey the resource's historic or prehistoric character.
- (7) Association is the direct link between an important event or person and a historic or prehistoric resource. A resource retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the presence of physical features that convey a resource's historic or prehistoric character.

(Ord. No. [034, 2019](#), § 2, 3-5-19)

Sec. 14-23. - Process for determining the eligibility of sites, structures, objects and districts for designation as Fort Collins landmarks or landmark districts.

- (a) Application. [Omitted – this code section applies to applications for formal Landmark designation, and not to determinations of eligibility for development review purposes under Land Use Code 3.4.7].
- (b) Appeal of determination. Any determination made by staff regarding eligibility may be appealed to the Commission by the applicant, any resident of the City, or owner of property in the City. Such appeal shall be set forth in writing and filed with the Director within fourteen (14) days of the date of the staff's determination. The appeal shall include an intensive-level Colorado Cultural Resource Survey Form for each resource that is subject to appeal, prepared by an expert in historic preservation acceptable to the Director and the appellant, with the completion cost of such intensive-level survey to be paid by the appellant. Such survey need not be filed with the appeal but must be filed at least fourteen (14) days prior to the hearing of the appeal. The Director shall schedule a date for hearing the appeal before the Commission as expeditiously as possible. Not less than fourteen (14) days prior to the date of the hearing, the Director shall: (1) Provide the appellant and any owner of any resource at issue with written notice of the date, time and place of the hearing of the appeal by first class mail; (2) Publish notice of the hearing in a newspaper of general circulation in the City; and (3) Cause a sign readable from a public point of access to be posted on or near the property containing the resource under review stating how additional information may be obtained.

(Ord. No. [034, 2019](#), § 2, 3-5-19)

**ELIGIBILITY SUMMARY**

From the Colorado Cultural Resource Survey Form (1403) for 2601 S. College Avenue, Preservation staff found the property Eligible for designation as a Fort Collins Landmark and subject to the provisions for historic resources in Land Use Code 3.4.7. Staff made that finding based on the 2023 research process, applicable standards, and best practice guidance. Since the City's eligibility standards are based heavily on the Criteria used by the federal government to administer the National Register of Historic Places, federal guidance,



including National Register Bulletin 15, [How to Apply the National Register Criteria for Evaluation](#), with some additional flexibility to allow for the recognition of properties significant to community history that may not otherwise qualify for a program like the National Register.

Generally, this means that staff and/or an engaged third-party historian completes historic survey for a property with the following steps:

1. Historical research on the property, including historic photos, archival records, historic newspaper records, available secondary sources (published histories, historic context reports, historic survey reports, etc.);
2. Establishment of, and often writing of, appropriate historic and/or architectural contexts, including local, state, and national, in which the property should be evaluated;
3. Comparison of the property with other, similar properties (if available/extant) within the appropriate context;
4. Determination of whether the property is historically, architecturally, or culturally significant based on the above process and measured against the City's Standards in Municipal Code 14-22.
5. (Only if the property is determined significant) determination of whether the property retains enough of its essential features from the established historic period to adequately convey that significance. Put differently, a determination of whether the property is still able to "tell its story" with its surviving features.
6. If a property is found to be both significant, and then retain enough historic integrity to adequately convey that significance, than it is determined Eligible for Landmark designation.

The research completed by staff includes the following statement regarding significance:

*This site has previously been documented by the City of Fort Collins and Robert and Kristen Autobee in 2017-2018. It was determined not eligible for listing as a local landmark by Fort Collins City Council in April 2018.*

*In October 2017, Historic Preservation staff received an application for Historic Review associated with a potential development proposal that would impact this site. The property was reviewed by the Director of Community Development and Neighborhood Services and the Chair of the Landmark Preservation Commission as required by Land Use Code section 3.4.7(c). They found the property eligible for listing as a local landmark under Significance Standards A, B, and C for its association with the growth of the automobile industry, association with the Ghent family, and as a property that embodies the distinctive original characteristics of a mid-century automobile dealership. The reviewers noted that the roof materials and several garage doors had been altered, but that the property retained a preponderance of its architectural integrity.*

*This finding was appealed to the Landmark Preservation Commission (LPC) in February 2018. With this appeal, the appellant submitted a Colorado Cultural Resource Survey Architectural Inventory Form prepared by independent historians, Robert and Kirsten Autobee who found the site not eligible for listing as a local landmark and not eligible for listing on the State and National Registers. The Autobee's determined the property not eligible under local Standard 1 as, "Mr. Ghent had started and established his business at another location", not eligible under local Standard 2 due to the property's lack of association with the significant period of Mr. Ghent's life, and not eligible under Standard 3 as the building did not possess distinctive characteristics of a type, period, or method of construction.*

*The LPC examined the integrity, context, and standards of eligibility for the site and upheld the finding of individually eligible for listing as a local landmark under Standards A and C. The Commission noted additional information was needed before determining the site eligible under Standard B. This finding was appealed to City Council. On April 3, 2018, City Council overturned the LPC decision as it, "failed to property interpret and apply relevant provisions of the Code".*

The site was revisited for this survey in 2023 and additional research was conducted leading to a reevaluation of the site's significance. In addition, the City of Fort Collins' Land Use Code 3.4.7(c) dealing with historic and cultural resources was repealed in its entirety on March 5, 2019. This site has been evaluated against the updated City of Fort Collins' Significance Standards.

Under Standard 1, the site is strongly associated with the post-war movement of Fort Collins businesses, generally, and automobile dealerships, specifically, away from downtown toward the edges of the city. As the city's population grew after WWII, many commercial enterprises relocated from the space-constrained downtown to the open areas near the outskirts of town. Thomas and Harris note in their postwar development context, "As automobile use increased, business owners found ways to cater to drivers who wanted easy access to services and plenty of parking spaces."<sup>1</sup> The 1966 Ghent dealership exemplifies this historic trend and is an excellent example of a mid-century business relocating to better meet the needs of their automobile-driving customers. The new dealership location had two acres of parking, entrances on both College Avenue and Drake Road with "360-degree access to the building", and a drive-thru window for auto part sales.<sup>2</sup> Autobee's assertion that, "Because, Mr. Ghent had started and established his business at another location, 5LR.14283 would not qualify under Fort Collins Local Landmark Criteria 1" is erroneous. Fort Collins Municipal Code Section 14-22(a)(1) does not disqualify businesses that existed in a previous location; in fact, the relocation of the business at that specific point in time is what makes this site significant and qualifies it for individual landmarking under Standard 1. Feature 3 would not contribute to the significance of the site under this Standard.

The site is significant under Standard 2 for its association with Frank and Dwight Ghent. The previous documentation in 2017 determined the site not eligible under this standard as, "Mr. Ghent's activities in the development of Larimer County and Fort Collins primary took place before the move to 2601 S. College Avenue in 1966". In 2018, the LPC noted additional information was needed to provide an evaluation of the site's association with the Ghent family. Additional research conducted for this project found Dwight and Frank Ghent influential and important members of the Fort Collins business community. The Ghent's were active in various veteran organizations, provided vehicles for community needs, served on local and local commissions including the Chamber of Commerce Board, State Highway Commission, Fort Collins Water Board, and First National Bank Board. In addition, the Ghent's were active members of local, state, and national automobile dealer associations. The Ghent family has made a recognizable contribution to the history of Fort Collins and the site is eligible under Standard 2 for its association with the family. Although Dwight's home at 1612 Sheely Drive is locally landmarked as part of the Sheely Historic District and Frank's home at 638 Whedbee is included in the National Register Laurel School Historic District and was individually landmarked in 1996, Fort Collins city code does not prohibit landmarking multiple properties associated with the same individuals. Feature 3 would not contribute to the significance of the site under this Standard.

Under Standard 3, the site is significant as an excellent and rare remaining example of mid-century automobile dealership design and as an example of the Modern Movement / Contemporary architectural style. In 2018, Autobee and Autobee recommended the site not eligible under Standard C as the building had undergone alterations over the past five years and did not possess distinctive characteristics of a type, period, or method of construction. Additional research and consideration of character defining features other than the roof and overhead doors reveals the site to retain sufficient integrity and convey a Modern Movement / Contemporary architectural style. Feature 3 would not contribute to the significance of the site under this Standard.

The site is a good example of the Modern Movements / Contemporary architectural style. Character defining features include large plate glass windows, long and low massing, low-pitched gable roof, asymmetrical plan, widely overhanging eaves, exposed rafter beams,

<sup>1</sup> Thomas and Harris, "Fort Collins E-X-P-A-N-D-S", 62.

<sup>2</sup> "New Ghent Motors Garage Set for August Opening." Coloradoan, February 27, 1966.

stretches of uninterrupted wall cladding, obscured entry, and use of natural materials. Contemporary and Modern Movement architectural styles expressed the economic prosperity and belief in modern technology of the mid-century period.<sup>3</sup> Glossy brushed metals, expanses of plate glass, and use of newly invented materials like laminated wood beam or plastics, “represented America’s unwavering belief in new technology” and excitement for the space age of the future.<sup>4</sup> Use of modern materials and a modern design also indicated to prospective customers that the business and its products were modern and up to date. Modern Movement buildings express an important aspect of Fort Collins and United States history – a time of economic prosperity, belief in new technology and materials, and the changing nature of consumer culture.<sup>5</sup>

Fort Collins has several prominent buildings that express the wide variety of architectural forms included under the Modern Movement umbrella, but only one other known Contemporary style commercial building. Descended from the architectural tradition of Frank Lloyd Wright, Contemporary style buildings were designed to feature geometric shapes, natural materials and the interplay of interior and exterior spaces. A spate of commercial buildings constructed near downtown in the late 1950s through the 1970s convey the International, Googie, Usonian, and Brutalist styles. These buildings include Rocky Mountain Bank (1966) at 315 W Oak, First National Bank Tower (1968) at 215 W. Oak, Poudre Valley National Bank (1966-1967) at 401 S. College, and Safeway, now Lucky’s (1966), at 425 S. College. Further from downtown, the Faith Realty building at 1630 S. College (1964) and the Key Bank (1970), located just northeast of the Ghent dealership, express the Modern Movement architectural styles with their flat roofs, wide metal cornices, overhanging eaves, and horizontal massing. The strip mall at 1101 W. Elizabeth (1964) has not been previously documented by city’s Historic Preservation Services, but it expresses Modern Movement characteristics with its iconic folded plate roof and exaggerated structural supports. Although not currently within city limits (but within the city’s Growth Management Area), the only known Contemporary style building is Supermarket Liquors at 1300 E. Mulberry.

As discussed above, automobile dealerships emerged as a building type, separate from other retail establishments, in the 1920s. By the 1940s, automobile manufacturers were encouraging dealers to modernize their buildings through publications like General Motor’s Planning Automobile Dealer Properties and Ford’s Plans for New and Modernized Sales and Service Buildings. The Ghent’s were active members of the Ford Motor Company Dealer’s Association and frequently attended training sessions in Detroit, MI. A 1966 Coloradoan article notes the Ghent’s planned the site, “with the help of the Ford Motor Company” after visiting many auto dealerships throughout the country.<sup>6</sup> This site exhibits the design principles of mid-century automobile dealerships which reflect a period of American car culture that no longer exists today. The site’s orientation along two arterial streets, increased access to service bays, and drive-thru part sales window illustrate the centrality of automobiles to Fort Collins residents, while the showroom’s elevation above street level, oblique orientation toward the intersection of Drake Road and College Avenue, and window walls reflect the values of mid-century consumer culture, where advertisements for new cars were made to those already driving automobiles.

In addition, this site is one of the few remaining mid-century automobile dealerships within Fort Collins that retains sufficient integrity to convey its historic associations. During the 2018 City Commission meeting, several local examples of post-WWII automobile dealerships were noted. Those dealerships, along with others identified during the course of this survey, are listed below with a description of their current status.

<sup>3</sup> Carol J. Dyson, “Midcentury Commercial Design Evaluation and Preservation: An Opportunity for Commissions.” *The Alliance Review* (Spring 2017), 4.

<sup>4</sup> Dyson, “Evaluation and Preservation.”

<sup>5</sup> Carol Dyson, “Mid-Century Commercial Modernism: Design and Materials.” In *Proceedings of the Mid-Century Modern Structures: Materials and Preservation Symposium*, St. Louis, MO, April 2015.

<sup>6</sup> “History of Fort Dealers in Fort Collins.” *Coloradoan*, October 26, 1966.

- *Poudre Valley Motors constructed a new dealership at 303 N. College in 1951 and operated at that location through 1971.<sup>7</sup> The building was demolished in 2022.*
- *Michael Rambler Jeep constructed a new dealership with a folded plate roof at 331 N. College in 1965-1966.<sup>8</sup> The building was demolished in 2022.*
- *The Ed Carroll Volkswagen dealership, built in 1968 at 3003 S. College, has been heavily altered with several additions to the west elevation in the 1980s, 1990s, and 2000s and a remodel of the façade in 2017.*
- *Banwell Motors at 142 Remington was constructed in 1955 and has been determined eligible for local landmark status under Standards A and C for its early association with the automotive repair business and as a good commercial example of the Modern Movements style.*
- *Watts Auto Sales at 1101 N. College was constructed in 1946 and demolished prior to 1970.*
- *Oakes Motors (later Fort Collins Motors) at 354 Walnut was constructed in 1946 and demolished during the construction of The Elizabeth Hotel.*
- *Rauch Motor Company was one of the first dealerships to relocate to South College in 1964.<sup>9</sup> Historic aerial images indicate it was demolished between 1971-1978.*
- *Continental Sports Ltd. (later Colorado Import Motors) at 1113 N. College was constructed in 1964. Since the 1960s, the roof style has been changed from flat to wood shingle-clad mansard and all of the automobile accessible openings have been closed.*
- *Markley Motors, constructed in 1940 at 246 N College, has been remodeled several times since its original construction and is now part of The Exchange. This site no longer retains sufficient integrity.*
- *Dreiling Motors was constructed in 1943 at 230 S. College. Since that time, the corner entrance has been infilled, the plate glass windows removed, and portions of the exterior have been re-clad with brick. The building no longer retains sufficient integrity to convey its historic associations.*

*The site is unlikely to yield important information in reference to research questions under Standard 4 and is not eligible under this standard.*

*This site has also been evaluated for eligibility against the National Register of Historic Places (NRHP) Criteria. Requirements for listing properties on the NRHP are set by the National Park Service and differ from those used to evaluate significance and eligibility at the local level; a property may be eligible under one set of criteria and not the other. Although the site is representative of Fort Collins' post-war economic expansion, the site's significance to this historic trend does not rise to the level required by the NRHP for individual nomination. Under Criterion B, the NRHP stipulates that the site be associated with a person's productive life, and that multiple eligible properties be representative of different aspects of the person's life. Frank Ghent's personal residence (638 Whedbee) is already listed on the NRHP as a contributing property to the Laurel School Historic District and the site most associated with his productive life is 205 N. College, where he sold automobiles for more than 20 years. Dwight Ghent's significance in the Fort Collins business community does not rise to the level required by the NRHP. For these reasons, the site is not eligible for individual listing on the NRHP under Criterion B.*

*Under Criterion C, the site is representative of the Modern Movement / Contemporary architectural style and as an example of mid-century automobile dealership design. Although the site does embody the distinctive characteristics of a type and period of construction, its architectural significance is not sufficient to qualify for individual listing on the NRHP. The site*

<sup>7</sup> "All Eyes are Focused on the Opening of..." *Coloradoan*, April 25, 1951.

<sup>8</sup> "A New Business for Fort Collins." *Coloradoan*, December 5, 1965.

<sup>9</sup> "Apartment House, Business Permits Issued at City Hall" *Coloradoan*, February 24, 1964.

*is unlikely to yield important information in reference to research questions under Criterion D. The site is recommended not eligible for listing on the NRHP.*

The form provides the following information regarding historic integrity:

*This site is significant for its association with the post-war movement of businesses to the outer edges of the city and as an excellent representation of mid-century automobile dealership design and contemporary architecture. As an example of the contemporary architectural style essential elements of physical integrity include its long and low massing, asymmetrical plan, exposed roof beams, broad expanses of uninterrupted wall surfaces, obscured entries, window wall with fixed windows filling gable ends, trapezoidal windows, and broadly overhanging eaves. As an example of mid-century automobile dealership design, essential physical elements include: siting and orientation of the building toward the street, visibility of the interior showroom, asymmetrical plan, and cohesive inclusion of sales, parts, and service departments. As an example of the post-war movement of businesses essential portions of physical integrity include its auto-centric design elements like ample parking, easy street access, and accommodations for drive-thru customers.*

#### *Location, Setting, and Workmanship*

*The site retains integrity of location. The dealership remains in the location where it was originally constructed in 1966. Integrity of setting has been slightly impacted by the construction of additional commercial buildings and demolition of 1960s commercial buildings to the north, south, and east. Although the surrounding buildings have changed over the last fifty years, the general commercial character of the setting is retained. The site continues to be located along two arterial streets and spatial relationships between the buildings and the street remain as originally oriented. The site retains integrity of workmanship which is visible in the application of the exterior stone cladding.*

#### *Materials*

*Integrity of materials has been impacted by the addition of metal cladding to the roofs of Features 1 and 2 and replacement of many original overhead doors in the service bays. As noted by Autobee and Autobee in 2018, only four of the original overhead doors remain and the replacement doors have significantly fewer inset windows. The Autobee's remarked that the service bay doors, specifically the glass components, are a character defining feature of the building, and their loss, coupled with the replacement of the roof material, "greatly detracts from the historic nature of the building". While these materials have been lost and do detract from the historic integrity, other significant character defining materials remain intact, including the laminated roof beams, fixed glass window walls, and broad expanses of uninterrupted exterior cladding composed of concrete block, stucco, and stone.*

#### *Design*

*Integrity of design has been slightly impacted by two small additions to the west elevation, added between 1983-1999, and the infill of some windows on the east elevation. Although Autobee and Autobee described the canopy on the east elevation as, "the largest addition" to the building, further research has determined that the canopy was in place by October 1966 and therefore does not detract from the integrity of the site. In addition, an artist's sketch of the building's design published in the Coloradoan in February 1966 includes the canopy, indicating it was part of the original design. Other aspects of the dealership's design remain intact, including its long and low massing, asymmetrical plan, low-pitched gable roof, broadly overhanging eaves, fixed window walls, obscured entries, exposed rafter beams, and broad expanses of uninterrupted wall surfaces. In addition, the site retains all aspects of its mid-century automobile dealership design, including the drive-thru parts window, cohesive incorporation of parts, sales, and service departments, orientation of the showroom toward a busy intersection, surrounding asphalt parking lots, and easy automobile access to the site and service center.*

#### *Feeling and Association*

*The site retains integrity of feeling and association. Although the roof has been replaced with a material not available in the 1960s and many overhead doors have been replaced, the site retains its historic sense of the mid-century period. The building's exterior cladding,*

massing, window walls, asymmetrical plan, low-pitched roof, and exposed rafter beams continue to convey the architectural aesthetics of the Modern Movement of the 1960s and the building is easily readable as of mid-century construction. The site retains sufficient integrity to convey its historic associations.

Based on the above evidence, staff finds the property Eligible for designation as a Fort Collins Landmark.

**APPELLANT MATERIALS ANALYSIS**

The appellant has submitted a memorandum with an accompanying historic survey form and appendix documenting their position that the property is Not Eligible. Staff has the following analysis of the appellant material relative to staff’s own findings about the property.

It should be noted that Municipal Code 14-22 outlines the eligibility requirements for any City Landmark in 14-22, noting that to be Eligible, a property must possess both *significance* and *historic integrity* (i.e., a measure of how well a property still reflects its significance through its physical features and setting).

Related specifically to Significance, Municipal Code 14-22(a) states: “Significance is the importance of a site, structure, object, or district to the history, architecture, archeology, engineering or culture of our community, State or Nation [emphasis added]. Significance is achieved through meeting one (1) or more of four (4) standards recognized by the U.S. Department of Interior, National Park Service. These standards define how resources are significant for their association with events or persons, in design or construction, or for their information potential.”

Standards for Significance

**Standard 1 – Events.** “Resources may be determined to be significant if they are associated with events that have made a recognizable contribution to the broad patterns of the history of the community, State or Nation. A resource can be associated with either, or both, of two (2) types of events:

- a) A specific event marking an important moment in Fort Collins prehistory or history; and/or
- b) A pattern of events or a historic trend that made a recognizable contribution to the development of the community, State or Nation.”

Staff Conclusion	Appellant Conclusion
<p><b>ELIGIBLE – Pattern of Events</b></p> <ul style="list-style-type: none"> <li>- Community: strongly associated with the post-war movement of Fort Collins businesses, generally, and automobile dealerships, specifically, away from downtown toward the edges of the city.</li> <li>- State: Not significant to state history.</li> <li>- Nation: Not significant to national history.</li> </ul>	<p><b>INELIGIBLE</b></p> <ul style="list-style-type: none"> <li>- Community: Assertion that car dealerships cannot individually contribute to patterns of urban development.</li> <li>- State: See above</li> <li>- Nation: Not significant to national history</li> </ul>

*Staff note: Typically, for both National Register of Historic Places designation, and for Fort Collins Landmark eligibility, a property does not need to demonstrate national significance – importance to the local community is sufficient for both programs, provided the importance is clearly documented.*

The Appellant asserts that Under Criterion A [presumably City Landmark Standard 1], that “it is extremely rare for a car dealership to individually contribute significantly to urban development. For this reason, car dealerships across the US are rarely designated at any level. Those dealerships that are designated are typically directly related to the major car companies in Detroit.”

Staff would note this is factually inaccurate. Car dealerships can and have been designated at the local, state, and federal level across the United States. As part of the research for this staff report, staff discovered at least 29 properties across the United States listed individually in the National Register of Historic Places including at least two in Colorado (staff did not have the time to create an exhaustive list of auto dealerships listed individually in the NRHP, nor did staff have time to secure information about auto dealerships designated locally by city or county governments).

In their cover memo, the Appellant goes on to state that “although the history of the City was affected by the shift toward automobile usage by the public, there is no evidence to show that the City was unique in this regard. Therefore, this criterion is not met.” The requirement that an event or trend be unique to Fort Collins is not a requirement stated in Standard 1. The City has regularly designated properties as eligible for Landmark designation for being particularly reflective and/or significant local examples of regional or national history.

**Standard 2 - Persons/Groups.** “Resources may be determined to be significant if they are associated with the lives of persons or groups of persons recognizable in the history of the community, State or Nation whose specific contributions to that history can be identified and documented.”

Staff Conclusion	Appellant Conclusion
<b>ELIGIBLE</b> <ul style="list-style-type: none"> <li>- Community: associated with Frank &amp; Dwight Ghent as significant business and social leaders. Acknowledge residences of both Ghents are already Landmarked.</li> <li>- State: Not significant to state history.</li> <li>- Nation: Not significant to national history.</li> </ul>	<b>INELIGIBLE</b> <ul style="list-style-type: none"> <li>- Community: Note that best years in sales were at other sites in Fort Collins, and that Ghent social contributions were not directly related to the dealership property.</li> <li>- State: Not significant to state history.</li> <li>- Nation: Not significant to national history</li> </ul>

The appellant makes some reasonable assertions regarding the significance of the property under Standard 2, including that this was the third of three different business properties associated with the Ghents, and that their residential properties are both already Landmarked by the City of Fort Collins. However, staff would note that the two previous Ghent-associated business properties have been heavily altered and have been previously determined as Not Eligible for historic designation due to those alterations.

**Standard 3 – Design/Construction.** “Resources may be determined to be significant if they embody the identifiable characteristics of a type, period or method of construction; represent the work of a craftsman or architect whose work is distinguishable from others by its characteristic style and quality; possess high artistic values or design concepts; or are part of a recognizable and distinguishable group of resources. This standard applies to such disciplines as formal and vernacular architecture, landscape architecture, engineering and artwork, by either an individual or a group. A resource can be significant not only for the way it was originally constructed or crafted, but also for the way it was adapted at a later period, or for the way it illustrates changing tastes, attitudes, and/or uses over a period of time. Examples are residential buildings which represent the socioeconomic classes within a community, but which frequently are vernacular in nature and do not have high artistic values.”

Staff Conclusion	Appellant Conclusion
ELIGIBLE	INELIGIBLE

<ul style="list-style-type: none"> <li>- Community: significant as an excellent and rare remaining example of mid-century automobile dealership design and as an example of the Modern Movement/Contemporary architectural style. Comparative analysis with other resources in Fort Collins demonstrates this is a significant local example of Modern commercial architecture.</li> <li>- State: Not significant to state history.</li> <li>- Nation: Not significant to national history.</li> </ul>	<ul style="list-style-type: none"> <li>- Community: While there are specific elements that represent the style of the period, the design and details are very common, and is in no way remarkable for the period. On a scale of 1-10 for mid-century design value, 10 being the highest, this example is 1-1.5..</li> <li>- State: Not significant to state history.</li> <li>- Nation: Not significant to national history</li> </ul>
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Staff would note that from our collective professional experience working with the both the National Register of Historic Places and the City Landmark program, there is no ranking system that is regularly deployed to “score” the architectural rating of any historic property. Based on federal and local guidelines and precedent, a property is considered architecturally significant when it is a significant or noteworthy example of a particular style, type, or method of construction in a local, state, or federal context. In the Appellant’s appendix, most of the examples provided are internationally significant examples of Modern architecture. In neither the National Register of Historic Places or the Fort Collins City Landmark program are examples of architecture required to be significant at the national or international level. As established in the relevant federal and local guidance, properties with importance in their local context can be, and regularly are, designated as historic.

**Standard 4 – Information Potential.** “Resources may be determined to be significant if they have yielded, or may be likely to yield, information important in prehistory or history.”

*Neither City staff nor the appellant considered this Standard applicable to the 2601 S. College Avenue property.*

**Historic Integrity.** “Integrity is the ability of a site, structure, object, or district to be able to convey its significance. The integrity of a resource is based on the degree to which it retains all or some of seven (7) aspects or qualities established by the U.S. Department of Interior, National Park Service: location, design, setting, materials, workmanship, feeling and association. All seven (7) qualities do not need to be present for a site, structure, object, or district to be eligible as long as the overall sense of past time and place is evident.” (MC 14-22(b))

Aspect of Integrity	Staff Conclusion	Appellant Conclusion
<b>Location</b> - the place where the resource was constructed or the place where the historic or prehistoric event occurred.	Retained – the dealership remains in its original location.	Not Retained – “...according to the Survey, the area as a whole has lost significant Integrity for the mid-century period and does not qualify for a national or historic district. All other existing buildings from the period of significance are widely dispersed, do not have the concentration needed for a historic district, and are not related to the automobile industry. Further, as demonstrated by the Survey, the



		Property itself has not played a significant role in this location, nor has a historic event taken place at this Property. Therefore, this criterion for Integrity is not met.”
<b>Design</b> - the combination of elements that create the form, plan space, structure and style of a resource.	Retained – Impacted by the two small additions on the west elevation and some window infill. However, overall design elements such as long and low massing, asymmetrical plan, low-pitched gable roof, broadly overhanging eaves, fixed window walls, obscured entries, exposed rafter beams, and broad uninterrupted wall surfaces remain.	Not Retained – “...while the Property shows elements that are the style of the period, such as a gable roof with exposed rafters and large areas of glass, these elements are “very common” for the time period and represent an outdated building, not a historically significant structure.”
<b>Setting</b> - the physical environment of a resource. Whereas location refers to the specific place where a resource was built or an event occurred, setting refers to the character of the place in which the resource played its historic or prehistoric role. It involves how, not just where, the resource is situated and its relationship to the surrounding features and open space.	Retained – although the surrounding buildings have changed over the last fifty years, the general commercial character of the setting is retained.	Not Retained – “The Property is not related to the location or to any formally recognized attribute of the surrounding neighborhood. Additionally, the vision for the neighborhood set forth in the Structure Plan, which calls for a transition away from auto-oriented uses and toward vertical, high density, mixed-use development in this area, demonstrates clearly that the surrounding community has changed and is expected to change further, which means that the Integrity of setting has been lost. The Survey shows that although there are several blocks with additional car dealerships, all other dealerships have kept up to date with dealership requirements for modification. This caused the area to lose any correlation to the mid-century period. All other existing buildings from the mid-century period are widely dispersed, do not have the concentration needed for a historic district, and are not related to the automobile industry. The area has lost significant Integrity for the mid-century period and does not qualify for a national or local historic district.”
<b>Materials</b> - the physical elements that form a resource.	Retained – Some detractions including the replacement of the roof with standing-seam metal and replacement of the overhead garage doors in the service bays. However, other key character-defining materials remain including the laminated, exposed roof beams, fixed glass window walls, and broad expanses of	Not Retained – “The Owners are unable to continue to use the Property in any meaningful way because any changes that need to be made to encourage any dealership to operate here require changes to the building’s façade, landscaping, and glass. The Survey indicates that the Property and original materials can no longer be used as a car dealership, as modern dealerships

	<p>uninterrupted exterior cladding of concrete block, stucco, and stone.</p>	<p>require remodeling that would make all aspects current and contemporary. Because the Property cannot be used as a car dealership, the Property further loses its Integrity. Further, as noted in the Survey, many elements show “significant deterioration”—not due to lack of maintenance, but because the materials are nearing the end of life cycle, as the original materials were inexpensive and made to be replaced often. For example, all portions of the building with the showroom and service bays are made of concrete slab-on-grade foundation. As the Survey states, these are not materials that were made to preserve buildings. Other issues with the structure and materials of the Property noted in the Survey as related to Integrity include problems with deterioration of drainage and surfaces, necessitating the removal of asphalt for the purposes of regrading and fixing the foundations. Therefore, this criterion for Integrity is not met.”</p>
<p><b>Workmanship</b> - the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. It is the evidence of artisans' labor and skill in constructing or altering a building, structure or site.</p>	<p>Retained – important features of the Modern construction techniques, including stone veneer over concrete construction, remain.</p>	<p>Not Retained - “The Survey found that this Property does not represent the work of a master, nor does the Property have high artistic value. According to the Survey, while there are specific elements that represent the style of the mid-century period, the design and details are “very common,” and the Property is “in no way remarkable” for the period. Further, the back of the building with the garage doors is highly inefficient because the doors require constant maintenance and have large gaps that increase energy costs in the winter. The Owners have explored the idea of remodeling numerous times, but every time the analysis proved that tearing the building down was the most economically viable option, especially given the fact that no other dealership is willing to occupy the Property due to the Property’s non-compliance with dealerships’ strict standards and regulations.”</p>
<p><b>Feeling</b> - a resource's expression of the aesthetic or historic sense of a particular period of time. It results</p>	<p>Retained – Maintains overall sense as a 1960s/mid-century auto dealership.</p>	<p>Not Retained – “As noted in the Survey, the design and details of the improvements are “very common” and “in no way remarkable” for the mid-century period. Therefore, they cannot</p>

<p>from the presence of physical features that, taken together, convey the resource's historic or prehistoric character.</p>		<p>successfully convey the feeling of the mid-century period. Additionally, the improvements do not successfully convey the historic character of the post-war era because, as the Survey states, automobile dealerships generally do not individually contribute significantly to urban development. According to the Survey, automobile dealerships can be designated, but they are typically directly related to the major car companies in Detroit. Additionally, as noted above, all other dealerships in the area have kept up to date with dealership requirements for modification, meaning that the character and feeling of this post-war era is no longer present in this area.”</p>
<p><b>Association</b> - the direct link between an important event or person and a historic or prehistoric resource. A resource retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the presence of physical features that convey a resource's historic or prehistoric character.</p>	<p>Retained – building's exterior cladding, massing, window walls, asymmetrical plan, low-pitched roof, and exposed rafter beams make association with the mid-20<sup>th</sup> century apparent.</p>	<p>Not Retained – “As noted above, this Property is the Ghents’ third location and is not associated with the Ghents’ best years in sales. Further, as noted above, the Property is not strongly associated with the mid-century period due to its “common” design that is “in no way remarkable,” as noted in the Survey. It is also not well associated with the Post-War period, other than that it is an automobile dealership with an outdated design, and that existed at a time when all communities were becoming more auto-oriented.”</p>

Regularly in both the Appellant’s survey form and in the cover memo, the Appellant references adaptive reuse potential as a factor in the property’s historic integrity. Staff would reiterate that historic integrity is a measure of how well or not well a property reflects its important historic period. Historic integrity is not a measure of adaptive reuse potential, which is a topic considered in the primary development review process and inappropriate as a consideration in an eligibility appeal hearing. The Appellant’s own Appendix showing the current status of the property seems to indicate a high degree of retention of historic materials and design features (which the Appellant argues limits the adaptive reuse potential of the property and/or the ability of the property to continue as an auto dealership) – this evidence, if used in the manner Municipal Code prescribes, supports an argument that the property retains historic integrity to its historic period.

**PUBLIC COMMENTS SUMMARY**

Staff will provide a final list of contacted organizations to the HPC and appellant prior to the hearing.

As of April 11, four (4) public comments have been received regarding this determination of eligibility. One public comment received does not address eligibility specifically, but does recommend allowing for demolition of the site for new development. Three (3) comments support a determination of eligibility and adaptive reuse of the site. Staff will continue to report information about public comments received prior to the hearing to both the HPC and to the appellant and update this staff report as necessary.

**SAMPLE MOTIONS**

Eligible

If the Commission determines that the property is eligible for Fort Collins Landmark designation in compliance with Section 14-23 of the Municipal Code, it may propose a motion based on the following:

*“I move that the Historic Preservation Commission find the commercial property at 2601 South College Avenue eligible as a Fort Collins landmark, according to the standards outlined in Section 14-22 of the Fort Collins Municipal Code, based on the evidence in the staff report, City survey form, and Appellant’s documentation, and based on the following findings of fact: [insert findings of significance] and [insert findings of integrity].”*

Not Eligible

If the Commission finds that a property is not individually eligible for Fort Collins Landmark designation in compliance with Section 14-23 of the Municipal Code, it may propose a motion based on the following:

*“I move that the Historic Preservation Commission find 2601 South College Avenue not individually eligible as a Fort Collins landmark according to the standards outlined in Section 14-22 of the Fort Collins Municipal Code, based on the evidence in the staff report, City survey form, and Appellant’s documentation, and based on the following findings of fact [insert findings based on lack of significance and/or integrity].”*

Note: The Commission may propose other wording for the motion based on its evaluation.

**ATTACHMENTS**

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- 1. 2601 S College, City Historic Survey Form (2023)
- 2. 2023, October 27 Appeal Notice from Owner
- 3. Appellant Materials (Cover Memo, Survey Form, and Appendix)
- 4. Public Notice letter for this property
- 5. HPC Request – LPC & City Council Record from 2017-2018 Determination of Eligibility
- 6. Appellant Requested addition – redlines from 2019 code change to Chapter 14
- 7. Public Comments
- 8. Staff Presentation



Historic Preservation Services

Community Development & Neighborhood Services
281 North College Avenue
P.O. Box 580
Fort Collins, CO 80522.0580

970.416.4250
preservation@fcgov.com
fcgov.com/historicpreservation

OFFICIAL DETERMINATION:
FORT COLLINS LANDMARK ELIGIBILITY

Resource Number: B111 (City); 5LR.14283 (State)
Historic Building Name: Ghent Motor Company
Property Address: 2601 S. College Avenue
Determination: ELIGIBLE

Issued: October 17, 2023
Expiration: October 17, 2028

DRACOL, LLC
5994 S. Holly St, No 185
Greenwood Village, CO 80111-4221

Dear Property Owner:

This letter provides you with confirmation that your property has been evaluated for Fort Collins landmark eligibility, following the requirements in Chapter 14, Article II of the Fort Collins Municipal Code, and has been found eligible for landmark designation.

An intensive-level Colorado Cultural Resource Survey Form was completed by an historian on City staff in order to provide the information that serves as the basis for an evaluation of a property's historic and/or architectural significance and its integrity, both of which are required for landmark eligibility as per Article II, Section 14-22.

Staff has made the following findings regarding the information and evaluation of significance, integrity, and landmark eligibility provided by the consultant in the attached form.

Significance

The historian made the following conclusions regarding significance:

Under Standard 1, the site is strongly associated with the post-war movement of Fort Collins businesses, generally, and automobile dealerships, specifically, away from downtown toward the edges of the city.... The site is significant under Standard 2 for its association with Frank and Dwight Ghent.... Additional research conducted for this project found Dwight and Frank Ghent influential and important members of the Fort Collins business community.... Under Standard 3, the site is significant as an excellent and rare remaining example of mid-century automobile dealership design and as an example of the Modern Movement / Contemporary architectural style.

Staff has certified the researching historian's conclusions regarding the property's significance under City Landmark Standards 1, 2, and 3, based on the following findings.

- The property's statement of significance is supported by a discussion of historical context and a comparative analysis that is appropriate for the property. Relevant context reports have been referenced and cited.
- Each significance criterion is addressed in the statement of significance, even if not applicable.
- For eligible properties, a period of significance is provided and justified based on the available records.

### Integrity

The staff historian's evaluation concluded that the property has sufficient historic integrity to convey its significance, including design, location, setting, workmanship, materials, feeling, and association. Key detractors include the change of the roof to standing seam, but this was found to not be sufficient to disconnect the property from its historic associations.

Staff agrees with the historian's conclusions regarding the property's integrity based on the following findings.

- Essential physical features are identified in the integrity analysis and related to period of significance.
- Discussion of integrity relates to the property's most relevant aspects of integrity per its significance.
- Discussion of integrity focuses on the property's essential physical features, and relates to period of significance.
- Discussion and conclusion responds directly to previous conclusions and assessments of the property, whether in opposition or in agreement.

### Statement of Eligibility:

The Ghent Motor Company is eligible for listing as a local landmark under Fort Collins Significance Standards 1, 2, and 3 for its association with the post-war movement of businesses, generally, and automobile dealerships, specifically, away from downtown toward the edges of the city, for its association with the Ghent family, as an excellent representation of mid-century automobile dealership design, and as a representation of the Modern Movement / Contemporary architectural style.

Per Article II, Section 14-23 of the code, any determination made by staff regarding eligibility may be appealed to the Commission by the applicant, any resident of the City, or owner of property in the City. Such appeal shall be set forth in writing and filed with the Director within fourteen (14) days of the date of the staff's determination.

If you have any questions regarding this determination, or if I may be of any assistance, please do not hesitate to contact me. I may be reached at [jbertolini@fcgov.com](mailto:jbertolini@fcgov.com), or 970-416-4250.

Sincerely,

Jim Bertolini  
Senior Historic Preservation Planner

*Attachment: Colorado Cultural Resource Survey Architectural Inventory Form 1403, dated October 2023.*

Item 20.

Source Number: B111 (City); 5LR.14283 (State)  
Temporary Resource Number:

Address: 2601 S. College Ave

OAHP1403  
Rev. 9/98

COLORADO CULTURAL RESOURCE SURVEY

# Architectural Inventory Form

Official eligibility determination  
(OAHP use only)

Date \_\_\_\_\_ Initials \_\_\_\_\_

Determined Eligible- NR  
 Determined Not Eligible- NR  
 Determined Eligible- SR  
 Determined Not Eligible- SR  
 Need Data  
 Contributes to eligible NR District  
 Noncontributing to eligible NR District



## Field Evaluation of Fort Collins Landmark Eligibility

- Individually Eligible   
  Contributing to District   
  Not Eligible  
 Likely Eligible for State/National Register

General Recommendations: The Ghent Motor Company is eligible for listing as a local landmark under Fort Collins Significance Standards 1, 2, and 3 for its association with the post-war movement of businesses, generally, and automobile dealerships, specifically, away from downtown toward the edges of the city, for its association with the Ghent family, as an excellent representation of mid-century automobile dealership design, and as a representation of the Modern Movement / Contemporary architectural style.

## I. Identification

1. Resource number: B111 (City) 5LR.14283 (State)

Item 20.

Source Number: B111 (City); 5LR.14283 (State)

Temporary Resource Number:

Address: 2601 S. College Ave

- 2. Temporary resource number: [Click here to enter text.](#)
- 3. County: Larimer
- 4. City: Fort Collins
- 5. Historic building name: Ghent Motor Company
- 6. Current building name: 2Mazda
- 7. Building address: 2601 S. College Avenue, Fort Collins, CO, 80525
- 8. Owner name and address: DraCol LLC, 5994 S. Holly Street, #185, Greenwood Village, CO, 80111

### II. Geographic Information

- 9. P.M. 6 Township 7N Range 69W  
NE ¼ of NE ¼ of NE ¼ of NE ¼ of section 26
- 10. UTM reference  
Zone 13; 493402 mE 4489028 mN
- 11. USGS quad name: Fort Collins  
Year: 2022 Map scale: 7.5'  15'  Attach photo copy of appropriate map section.
- 12. Lot(s): 1 Block: #  
Addition: Ghent Annexation Year of Addition: 1966
- 13. Boundary Description and Justification:  
The site boundary is the legal boundary for Lot 1 in the Ghent Addition, described by the Larimer County Assessor as, "Lot 1, Ghent, FTC: Less 96030371; Less Por to City Per 20150057258."

### III. Architectural Description

- 14. Building plan (footprint, shape): Irregular Plan
- 15. Dimensions in feet: Length 360 x Width 110
- 16. Number of stories: 1
- 17. Primary external wall material(s): Concrete Block, Stone, Stucco, Wood Shingle
- 18. Roof configuration: Flat, Gable
- 19. Primary external roof material: Metal, Synthetic
- 20. Special features:  
Plate Glass Window, Exposed Rafter Ends, Overhanging Eaves, Fence, Porte Cochere
- 21. General architectural description:  
This site is the 2Mazda car dealership, constructed at the corner of Drake Road and College Avenue in 1966. The nearly 4-acre site supports two buildings (Features 1 and 2;



formerly Buildings A and B) and a set of historic stairs (Feature 3). Feature 1 is an irregular plan, single-story building that supports vehicle sales at the east end and service at the west end. The west portion of the building is rectangular in plan and is oriented east-west along its long axis; the east portion of the building is L-shape in plan and is offset slightly from the east-west axis with the façade facing east-northeast.

### **East Portion**

The east portion of Feature 1 is L-shape in plan with a concrete foundation and two gabled roofs. The north gable is symmetrical and the south gable is asymmetrical, both are clad in red raised seam metal panels. The exterior is composed of plate glass windows, rough random rubble stone, wood shingle, and concrete block.

#### *East-Northeast Elevation*

The façade faces east-northeast and is dominated by a gabled canopy that extends approximately 30 feet to the east from the main elevation. The canopy is supported by seven metal posts that connect to the exposed laminated wood outriggers above. Two signs are mounted to the metal posts, one reads, "2Mazda" the other "Mazda". Below the canopy, the main portion of the façade supports a six-bay window wall; each bay has a two-lite fixed metal window. The window framing extends up, above wall height to the underside of the gable; these trapezoid-shaped lites have been infilled with an unknown material.

#### *North-Northwest Elevation*

The north-northwest elevation has a five-bay window wall at the east end, with fixed metal single-lite windows. The west-most bay supports a metal and glass door. The west end of the elevation is clad in random rubble stone interrupted by an eight-lite, fixed metal window that extends from the foundation to the top of the wall.

#### *West-Southwest Elevation*

The west-southwest elevation is composed of concrete block. A louvered metal vent is in the gable peak and laminated wood outriggers extend out under the overhanging eaves. A metal and glass foyer connects the east off-set portion of the building to the east-west oriented west portion. The foyer supports metal and glass doors on its north and south elevations.

#### *South-Southeast Elevation*

The south-southeast elevation is generally clad in concrete block. Near the west end is a bump-out, likely used as drive-through. The lower half of the bump-out is clad in wood shingle, the upper half is composed of fixed, single-lite metal windows. At the east end of

the elevation is a concrete loading dock, metal personnel door, and a metal overhead door.

#### *East-Northeast Elevation*

The south portion of the east-northeast elevation is set back from the main canopied portion to the north. It has no fenestration and is clad in random rubble stone. The gable peak is clad in wood shingle.

#### *South-Southeast Elevation*

The south-southeast elevation of the canopied portion is composed of a four-bay window wall with eight, metal, fixed lite windows. A metal and glass door allows access at the west end.

#### **West Portion**

The west portion of Feature 1 is oriented east-west and supports fifteen service bays with overhead doors. Above the bays are signs that denote the services offered. Bays 9, 10, and 11 are slightly taller than the remainder to accommodate larger vehicles. This west portion of the building is clad in stucco and topped with a flat roof clad in an unknown material. The eaves overhang slightly and are supported from below by decorative cornice.

#### *North Elevation*

At the west end of the north elevation is a bank of three fixed, single-line metal windows. Above is an internally lighted plastic sign reading "Service Parts". Bays 1-6 are labeled "Full Service – One Stop Shop Covers It All" and bays 7 and 8 are labeled "Express Lube Plus". These eight bays appear to support metal overhead doors with six inset lites, some of the doors were open at the time of survey.

Bays 9-11 are slightly larger than the other bays; the roofline extends above the roofs to the east and west. Bay 9 has a metal overhead door with 24 inset lites, bays 10 and 11 have six inset lites. To the west is a metal and glass personnel door and fixed, metal single-lite window. Above the entrance is an internally lighted sign reading, "Body & Paint".

The west end of the elevation is labeled, "Collision Center". The overhead door of bay 12 has six inset lites; bay 13 has twelve inset lites and bays 14 and 15 have nine inset lites.

#### *West Elevation*

The west elevation has two, shed-roofed additions composed of concrete block that extend to the west from the main portion of the elevation. The shed roofs are clad in raised seam metal panels and there is no visible fenestration.

#### *South Elevation*

The south elevation supports the rear exits for the fifteen service bays. Bays 1, 2, 4, and 10 have metal overhead doors with six inset lites. Bays 5-8 have overhead doors with twelve inset lites and bay 9 has twenty-four inset lites. Bays 12-15 were not visible at the time of survey.

22. Architectural style/building type:  
Modern Movement / Contemporary
23. Landscaping or special setting features:

The approximately 4-acre site is located at the southwest corner of the intersection of Drake Road and College Avenue. The site is entirely paved with some stone and gravel landscaping along the east elevation of Feature 1 and north elevation of Feature 2.

Feature 1, the sales and service building, is set on a small hill, above the level of the road. A stone retaining wall extends in an arc around the east-northeast facing façade. A large deciduous tree shades the southeast corner of the canopy. Feature 3 is at the north end of the retaining wall, near a flagpole.

City sidewalks extend along the north and east site boundaries, between the site and the arterial streets. Light poles are scattered throughout the site and line the north and east boundaries. The poles are metal with round concrete bases.

24. Associated buildings, features, or objects:

### **Feature 2**

Feature 2 (formerly Building B) is located north of Feature 1 and is also slightly offset, facing east-northeast. The building has a concrete foundation and is clad in a mixture of concrete block and random rubble stone. The roof is an asymmetrical gable clad in raised seam metal panels. Five laminated wood outriggers extend out under the gable ends.

The façade faces east-northeast. The primary entrance is at the north end and is composed of a metal and glass personnel door with a side lite and triangular-shaped transom above. To the south are four, fixed single-lite metal windows that extend from the foundation up underneath the roof. The lower two windows are rectangular, the upper two are trapezoid-shaped, following the shape of the gable end.

The north-northwest elevation has six, fixed single-lite metal windows at the east end and a random rubble stone clad portion at the west end.

The west-southwest elevation is clad in concrete block and supports two vehicle entrances with overhead doors. The doors were open at the time of survey.

The south-southeast elevation has a metal personnel entrance at the west end.

### **Feature 3**

Feature 3 is a set of detached concrete steps located north of Feature 1 and east of Feature 2. The steps are associated with the farmstead that occupied this location prior to the car dealership and are inscribed with the name "W. A. Drake."

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#### IV. Architectural History

25. Date of Construction: Estimate: ##### Actual: 1966  
Source of information: Larimer County Assessor Records
26. Architect: Moore, Combs, and Burch  
Source of information: "Ground Breaking." *Coloradoan*, March 13, 1966
27. Builder/Contractor: Reid Burton Construction Company  
Source of information: "New Ghent Motors Garage Set for August Opening." *Coloradoan*, February 27, 1966.
28. Original owner: Frank Ghent  
Source of information: "New Ghent Motors Garage Set for August Opening." *Coloradoan*, February 27, 1966.
29. Construction history (include description and dates of major additions, alterations, or demolitions):  
A car wash was added to the site in 1972. The building was located at the northwest corner of the site and was removed between 1983-1999. In 1976, chain link fencing was added around the rear parking area and prefabricated buildings were installed, although their exact location is unknown. The roof of the west portion was replaced in 1997 with EPDM roofing (synthetic rubber). In 1998, the east portion roof was replaced with 18-inch standing seam metal panels. Other alterations since the time of construction include the replacement of at least 14 overhead service doors with modern counterparts; the exact date of this change is unknown.

Previous documentation for this site posited that the canopy on the east-northeast elevation was added after the building's original construction date of 1966. Although there are several construction images that show the building without the canopy, a 1966 photo in the *Coloradoan* provides evidence that it was constructed at the same time as the remainder of the dealership.<sup>1</sup> In addition, an artist sketch of the building's design printed in February of that year depicts the canopy, indicating it was an integral part of the building from the design stage.<sup>2</sup>

The previous documentation also notes the two shed-roofed additions to the west elevation were added in 2004 as documented by plans held at the Fort Collins Permit

<sup>1</sup> "Thank You!" *Coloradoan*, October 26, 1966, page 39.

<sup>2</sup> "New Ghent Motors Garage." *Coloradoan*, February 27, 1966, page 30.

Office. These plans could not be relocated during this project and historic aerial images indicate the additions were added between 1983-1999.

30. Original location  Moved  Date of move(s): #####

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## V. Historical Associations

31. Original use(s): Commerce / Trade – Auto Showroom  
 32. Intermediate use(s): [Click here to enter text.](#)  
 33. Current use(s): Commerce / Trade – Auto Showroom  
 34. Site type(s): Car dealership  
 35. Historical background:

### Overview

This site is the Ghent Automobile Dealership, constructed in 1966. It consists of three features: an irregular plan showroom and service center (Feature 1), a rectangular plan building constructed for use as a used car office (Feature 2), and a set of detached concrete stairs (Feature 3) belonging to the W. A. Drake farm which occupied the site prior to the dealership. Frank Ghent began selling cars in 1926 and continued to work in the automotive industry through the 1980s. In 1940, Ghent took over the Ford Automobile dealership at 205 N. College. With the help of his sons, Eldon and Dwight, the Ghent's opened a used car dealership across the street and a service and parts store several blocks away. The business relocated to this site in 1966 and combined all aspects of their dealership on one property. The site is significant under Fort Collins Significance Standards 1, 2, and 3 for its association with the post-war movement of businesses, generally, and automobile dealerships, specifically, away from downtown toward the edges of the city, for its association with the Ghent family, as an excellent representation of mid-century automobile dealership design, and as a representation of the Modern Movement / Contemporary architectural style.

### Automobiles in Fort Collins

Invented in the late nineteenth-century, the automobile has transformed American life and space. Early automobiles were a luxury of the wealthy, as most Americans traveled by foot, horsepower, or railroad. The first automobile appeared in Fort Collins in 1902, driven by County Judge J. Mack Mills.<sup>3</sup> Ownership grew slowly, and it was more than a year later before the next automobile came to town. By 1909, the city clerk reported 140 vehicles registered to Fort Collins residents.<sup>4</sup> With a population of approximately 8,000 in 1910, it is apparent that automobile

<sup>3</sup> Malcom McNeill, *The Automobile Comes to Fort Collins*, (Malcolm E. McNeill: Fort Collins, CO: 2013), 7.

<sup>4</sup> Doug Ernest, "Gasoline Service Stations in Fort Collins, 1920-1960: History and Architecture" Unpublished document on-file with City of Fort Collins, Museum of

ownership continued to be a recreational expense only for the elite of Fort Collins. Introduction of enclosed cabs, easy starters, and the innovation of mass production techniques by Henry Ford in the 1910s significantly reduced the cost of construction and made automobiles more attractive to middle-class Americans. Ownership rose drastically in the 1920s, buoyed by economic prosperity and the easy availability of credit. By 1927, more than 50% of Americans owned a car, shifting car culture from a luxury expense of the wealthy to a requirement of life in the United States.<sup>5</sup>

This increase of automobile ownership in the 1920s can be tracked through the Fort Collins city directory listings for automobile related services. In 1919, the directory listed nine categories of auto-related services across Fort Collins, Loveland, and Bellvue; by 1925, the number of categories increased to twenty in Fort Collins alone. Services offered included automobile related painters, parts, batteries, camps, storage, supplies, rentals, electricians, tires, and service stations. Another indication of the shift towards automobile reliance appears in two contrasting images of the intersection of College Avenue and Mountain Avenue taken twenty years apart. As Malcom McNeill documents in *The Automobile Comes to Fort Collins*, a 1904 image shows pedestrian and horse-powered transit, while a 1922 image depicts paved streets and automobiles, with not a horse in sight.<sup>6</sup>

Demand for new automobiles slowed significantly during the Great Depression, but Americans did not give up their vehicles. Although production of new cars dropped by 75% between 1929-1933, to its lowest rate since 1918, registrations only dipped by 10%, likely bolstered by the rising used car market.<sup>7</sup> By 1935, auto sales had returned near to 1920s numbers.<sup>8</sup> The United States' entry into World War II dramatically affected use and production of automobiles, as gasoline was rationed and essential materials like rubber and metal were diverted in service of the war. Many manufacturers shifted to military production, making airplane engines, tanks, armored cars, and rockets. In Fort Collins, a group of businessmen, including two car dealership owners, established a new manufacturing company during the war known as the Northern Colorado Manufacturing Company. S.D. Hall and Ferd Markley, among others, provided \$25,000 in capital stock and acquired a subcontract with the US Navy to produce submarine parts.<sup>9</sup> The new manufacturing company employed 58 locals at the Giddings Machine shop; between January and May 1943, the

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Discovery, <https://fchc.contentdm.oclc.org/digital/collection/rb/id/9553/rec/1>

<sup>5</sup> *Ibid.*

<sup>6</sup> McNeill, *The Automobile Comes to Fort Collins*, 60-61.

<sup>7</sup> Robert Genat, *The American Car Dealership*, (MBI Publishing: Osceola, WI, 1999), 9.

<sup>8</sup> Ernest, "Gasoline Service Stations," 4.

<sup>9</sup> "Plant to Begin Working Soon." *Express-Courier*, September 25, 1942.

shop turned out \$55,000 in war materials and contributed \$26,000 to the local economy via their monthly payroll.<sup>10</sup>

As the United States entered the post-war era, car manufacturers quickly shifted back to producing automobiles. Many Americans had put off buying a new vehicle during the previous decades of depression and war and consumer demand for new cars rose to a new high in 1949.<sup>11</sup> Car purchases increased through the 1950s, fueled by fears that involvement in the Korean War would again restrict automobile manufacturing. Although automobile designs in the late 1940s appeared very similar to pre-war vehicles, car manufacturers were soon debuting new sleek, streamlined, modern designs; frequently changing features and body styles encouraged the purchase of a new, updated automobile. Post war prosperity coupled with easily available credit and the connection of consumerism to patriotism drove the emergence of a uniquely American car culture.<sup>12</sup> Families moved away from the city center into newly developed suburbs where daily tasks, like running errands and going to work, required use of an automobile. For local Fort Collins residents, the dominance of individual automobile transportation was secured when the city's streetcar system, established in 1907, closed in 1951.

In Fort Collins, the thriving postwar economy drove a building boom that lasted into the 1970s. As automobile use became the norm, businesses accommodated drivers with easy access, free parking, and drive-up services. Even Fort Collins' new City Hall, constructed in 1958, included a drive-up window for utility payments.<sup>13</sup> Although the city's wide streets and availability of parking allowed merchants to remain profitable downtown for longer than other cities by the 1960s, several of the main retail establishments were beginning to relocate away from downtown. J.C. Penny constructed a new store on South College Avenue in 1963 and Montgomery Ward relocated to the new University Shopping Center that same year.<sup>14</sup>

By the 1970s, American's relationship to cars was changing. New emissions standards and tighter safety regulations constrained auto makers who, "turned out cars that were uninspired when compared to those of the previous 20 years."<sup>15</sup> The oil embargo imposed by the Organization of Petroleum Exporting Countries (OPEC) in 1973 sparked a sudden decline in full-size automobile sales and Americans began to seek out smaller, more gas efficient cars, many of which were

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<sup>10</sup> "Lest We Forget Fort Collins." *Express-Courier*, October 15, 1943.  
"City's New War Industry Planned To Continue Into Peaceful Years." *Express-Courier*, May 23, 1943.

<sup>11</sup> Genat, *The American Car Dealership*, 10.

<sup>12</sup> Ashlen Stump, "An Auto-Biography: The Significance of Mid-Century Automobile Showrooms in Virginia," (master's thesis, University of Georgia, 2020), 26

<sup>13</sup> Cindy Harris and Adam Thomas, "Fort Collins E-X-P-A-N-D-S: The City's Postwar Development 1945-1969," (Denver, CO: Historitecture, 2011), 63.

<sup>14</sup> Harris and Thomas, "Fort Collins E-X-P-A-N-D-S," 66-67.

<sup>15</sup> Genat, *The American Car Dealership* 13

imported from Japan and Europe. These changes dramatically impacted automobile dealers and the ways in which the American public sought out and purchased new vehicles.<sup>16</sup>

### *Automobile Dealerships*

Many of the first automobile dealerships were auto repair garages, converted from bicycle sales and wagon repair shops; blacksmiths who built and repaired wagons were familiar with component fabrication and chassis construction, and bicycle repairmen understood early automobile drive mechanisms. As Robert Genat's states in *The American Car Dealership*, "it was only natural to promote the auto repair business by selling more cars."<sup>17</sup> The first automobile-related businesses in Fort Collins illustrate this accommodation of auto-related repair and sales into other types of businesses. The 1907 city directory denotes four auto-related businesses, none of which exclusively sold automobiles: H. C. Bradley's Fix-It Shop at 156 S. College, Fort Collins Auto Garage at E. Mountain and Chestnut, W. A. Hawthorne's Garage and bicycle repair at 133 E. Oak (later 230 S. College), and the Harris Brothers' Feed Store and Stable at 250 N. College. Clustered near the central business district of the city, these early shops may have struggled with the limitations of converting an existing building to accommodate automobile sales and service considering the space and access needed to showcase and move vehicles in and out of the building.

By the 1920s, automobile dealerships had emerged as a building type in their own right; architectural magazines like *The American Architect* noted the requirements for automobile showrooms, differentiating these buildings from other types of retail.<sup>18</sup> Purpose-built dealerships continued to be located along main streets, but some moved farther away from the central business district seeking larger lots and lower rents.<sup>19</sup> New dealerships were often constructed as a single-story building with reinforced concrete for fireproofing and to reduce vibrations, larger entrances which allowed vehicles to be moved in and out of the showroom, and expansive front windows, known as 'visual front', to display new merchandise. Exterior design was also important as storefronts needed to catch the eye of potential customers. Upscale dealerships often used popular Art Deco and Streamline Moderne details to draw in pedestrians and project an air of progressiveness and modernity.<sup>20</sup> Smaller dealerships drew from a variety of styles to convey their

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<sup>16</sup> Stump, "Mid-Century Automobile Showrooms," 90.

<sup>17</sup> Genat, *The American Car Dealership*, 39.

<sup>18</sup> Stump, "Mid-Century Automobile Showrooms", 20.

<sup>19</sup> *Ibid.*, 22.

<sup>20</sup> *Ibid.*, 32-33.



modernity and utilized other architectural devices to attract customers' attention like size, contrast, color, and pattern.<sup>21</sup>

In 1936, Art Sheely constructed a new Moderne style showroom at 330 S. College. The building occupied a corner lot along the main thoroughfare and was located slightly farther away from downtown than earlier dealerships; several residences had to be demolished prior to construction.<sup>22</sup> The building was asymmetrical with large front windows, a stepped parapet with horizontal lines, and a large Chrysler-Plymouth neon sign over the primary entrance.<sup>23</sup> Dreiling Motors also constructed a new dealership in 1943 at 230 S. College. The stucco-clad building supported banks of large, plate glass windows, an inset corner entrance with gasoline pumps, and a large lighted, curved sign which advertised GMC Trucks and Buick.<sup>24</sup>

Few dealerships were constructed during WWII, but pent-up consumer demand and a shift towards car culture led to a proliferation of new auto dealers and showrooms postwar. With heightened competition, dealers needed to set themselves apart and capture the interest of their increasingly mobile customers. Car manufacturers began to print informational booklets for dealers which provided advice on planning new dealerships and shared the results of dealership design competitions. *Planning Automobile Dealer Properties*, produced in 1948 by General Motors Corporation, provided guidance for business owners looking to construct a new dealership. The book's first eighteen pages detail the importance of the showroom, which acted as a continuous advertisement for the cars located within. The guide noted that showrooms should be sited in the most prominent location, "so that it is seen- by the largest amount of traffic, for the longest period of time, and at the most frequent intervals"; this was essential as traffic, "is the raw material from which all customers are derived."<sup>25</sup> The book considered such details as proper viewing distance from automobile traffic, shape and angle of store windows, the importance of natural lighting, canopies, roof supports, and display backgrounds. Dealerships also utilized other features to further catch the eye of potential customers including large colorful signs that moved or blinked and using

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<sup>21</sup> Genat, *The American Car Dealerships*, 46.

Stump, "Mid-Century Automobile Showrooms," 34.

<sup>22</sup> "Sheely Buys Lot, To Build Garage." *Express-Courier*, April 28, 1936.

<sup>23</sup> "Art C. Sheely Auto Company." Image #H08799. Photograph on-file with City of Fort Collins, Museum of Discovery,

<https://fchc.contentdm.oclc.org/digital/collection/ph/id/14862/rec/10>

<sup>24</sup> "Dreiling Motors." Image #H32735. Photograph on-file with City of Fort Collins, Museum of Discovery,

<https://fchc.contentdm.oclc.org/digital/collection/ph/id/24947/rec/1>.

<sup>25</sup> General Motors Corporation, *Planning Automobile Dealer Properties*, (General Motors Corporation: Detroit, MI, 1948), 3.

dramatic exaggeration of the building's structural elements like folded-plate roofs and asymmetrical massing.<sup>26</sup>

The number of Fort Collins automobile dealerships increased significantly following WWII. The 1936 city directory lists eleven automobile sellers and by 1960, the number had increased to nineteen. A 1953 promotional publication from the Securities Investment Corporation entitled, *The Counselor*, described the auto industry as "vital" to the Fort Collins economy. "With 893 people dependent directly upon the automotive industry...with a total volume of \$6,802,086.89 in new car sales and service during the last year, and with a combined payroll of \$893,877.95... this industry represents a very vital part in the general economy of the community."<sup>27</sup>

As the city's population skyrocketed and new cars increased in size, dealers looked towards the outskirts of town for expansion. Several dealerships moved north along College Avenue and new dealerships emerged at 742, 910, 1110, 1006, and 1827 North College by 1960. Fewer dealerships looked to the south; it wasn't until 1964 that the first automobile dealership moved past the 400 block of South College. That year, Rauch Motors constructed a new dealership at 2000 S. College. The business was short-lived, closing in 1972, but lead the way for others moving in that direction including Ghent Motors at 2601 S. College in 1966, Ferd Markley to 3401 S. College in 1973, and Dick Dellenbach to 3111 S. College in 1971.

### Frank Ghent

Born in 1894 to a South Carolina sharecropper, Frank Ghent opened his first business at the age of 15.<sup>28</sup> His bicycle rental operation supported his interest in photography and Frank later made his living as a photographer before he enlisted in the Navy in 1917. Frank served with the Navy during WWI and contracted tuberculosis during his service. He was sent to a Colorado Springs hospital for recovery in 1919; he soon took a leave of absence from the Navy and continued to explore Colorado. Eventually, he landed in Craig, CO where he met his future wife, Vera Nunnmaker.<sup>29</sup> Perhaps foreshadowing his future career, Frank took Vera on a countryside drive in his Model T for their first date. The pair married in Boulder in 1919 and relocated to Fort Collins where Frank attended Colorado Agricultural College studying animal husbandry. After his graduation, the young family moved to a homestead tract Frank had claimed near Craig. They

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<sup>26</sup> Stump, "Mid-Century Automobile Showrooms," 42.

<sup>27</sup> "Auto Industry Vital to Fort Collins," ed. Fred M. Cook, *The Counselor*, Vol. 4 No. 18, (December 1953), 22.

<sup>28</sup> "90-year-old founder of Ghent Motors dies." *Coloradoan*, January 7, 1985.

<sup>29</sup> "A true Colorado love story." *Triangle Review*, December 16, 1979.

Arlene Briggs Ahlbrandt, ed. *Memories of War Years: Larimer County, Colorado*. (Curtis Media Corporation: Dallas, TX, 1993).

resided there in a three-room home and raised crops on their acreage. Ultimately, the Ghent's decided to sell their land and return to Fort Collins in 1925.<sup>30</sup>

Frank's long career in the automotive industry launched in 1926 when he began to sell Chevrolet's for Johnson and Kissock's Poudre Motors. Concerned about supporting his family with only commissions on his car sales, Frank left the auto business briefly in 1932 to serve as undersheriff of Larimer County.<sup>31</sup> He returned to Poudre Chevrolet in 1934 and by 1938 opened an independent car business with Leo Chol.<sup>32</sup> The pair sold used cars from "Leo's Used Car Lot" at 330 Walnut for two years before expanding significantly in 1940 when they bought out the Hall and Thomas Motor firm. With this acquisition, Chol and Ghent obtained the franchise for Ford, Lincoln, and Mercury sales and the Hall and Thomas Motor firm's facilities at 205 North College.<sup>33</sup>

In 1945, Leo Chol sold his interest in the company and in 1948, Ghent took on a new partner – Will Bugas, a Ford dealer from Coalinga, California.<sup>34</sup> The newly renamed Ghent-Bugas Motors expanded, taking over an empty lot across the street for their used car sales.<sup>35</sup> By 1954, Bugas had left the dealership. Frank, and his sons Dwight and Eldon, continued at the 205 N. College location, expanding again in 1957 to include Edsel sales and a service department at 148 W. Oak, formerly the location of the Bader Pontiac Agency.<sup>36</sup> The 1950s proved a busy and successful decade for the dealership. A 1958 *Coloradoan* photo highlighted the importance of the Ghent's to Fort Collins' economy: the image depicts Dwight Ghent and Mayor Robert Sears posed with a \$2 bill, the caption noted the \$30,000 biweekly payroll distributed to Ghent Motors employees.<sup>37</sup>

The Ghent's not only operated their multiple dealership locations they also supported a wide variety of community programs and statewide initiatives. Ghent Motors provided a chassis for the library's bookmobile in 1952, sold school buses and dump trucks to the city, donated a vehicle for driver training classes at Fort Collins High School in 1957, and established a new scholarship at Colorado State University in 1959.<sup>38</sup> Frank and Vera were both deeply involved with local veterans' groups, Frank held state and local offices for both the American Legion and Disabled American

<sup>30</sup> "90-year-old founder of Ghent Motors dies." *Coloradoan*, January 7, 1985.

<sup>31</sup> "A true Colorado love story." *Triangle Review*, December 16, 1979.

<sup>32</sup> "Ghent's to Mark Anniversary - Married 50 years." *Coloradoan*, December 10, 1969.

<sup>33</sup> "Chol and Ghent Take Ford Agency, Opening Saturday on North College." *Express-Courier*, May 3, 1940.

<sup>34</sup> "Californian Buys Interest in Ghent." *Coloradoan*, February 12, 1948.

"Ghent's Take Over Automobile Firm." *Coloradoan*, March 5, 1953.

<sup>35</sup> "Ghent Adds Car Lot." *Coloradoan*, June 6, 1946.

<sup>36</sup> "Ghent Opens Edsel Agency." *Coloradoan*, September 18, 1957.

<sup>37</sup> "Buying Power Shown." *Coloradoan*, June 1, 1958.

<sup>38</sup> "For Training Drivers." *Coloradoan*, December 23, 1957.

"New Library Truck to Serve County." *Coloradoan*, July 23, 1952.

"Ghents will give new scholarship to CSU freshmen." *Coloradoan*, February 3, 1959.

Veterans; meetings for these groups were often held at the Ghent dealership and the company employed more than a dozen WWI and WWII veterans in 1946.<sup>39</sup> During WWII, Frank chaired the local Civil Defense organization and fundraised with Community Chest, now United Way. He served on the State Highway Commission for eight years (1956-1964) and chaired the Commission from 1962-1964. During his time on the commission, the organization oversaw the construction of the Eisenhower Tunnel and Frank is personally credited with securing the funds to pave Highway 14 up to Cameron Pass.<sup>40</sup>

By 1964, Ghent Motors was considering a move away from their downtown location.<sup>41</sup> In a 1987 edition of *Business World*, local competitor Gene Markley of Markley Motors remembers the move, "Ghent was the first to go south... We all thought he was a little crazy for moving out into the country".<sup>42</sup> The new 5-acre location at the corner of Drake Road and College Avenue had been a part of the W. A. Drake Farm and was first developed only as an additional car lot. An advertisement for the South College Sales Lot's grand opening located the dealership's expansion squarely within the context of Fort Collins' mid-century growth and the subsequent movement of commercial properties away from the city center. The South College lot was, "Expanding with Growing Fort Collins" and the ad noted, "Now as our city grows we add a modern, well lighted car lot to serve Fort Collins even better".<sup>43</sup>

In February of 1966, the new dealership complex was announced. A good deal of research was conducted prior to its development, a 1966 *Coloradoan* article noted the Ghent's, "traveled to several states, looking at new dealer buildings and gathering ideas the last five years before the original new design was reached".<sup>44</sup> The new complex boasted a five-car, glass-fronted showroom, 32 service stalls, doubled body shop space, and a drive-up window for parts purchasing; two acres of the site were reserved for customer parking while the remaining three acres housed the vehicle inventory and buildings.<sup>45</sup> Denver architects Moore, Combs, and Burch designed the buildings with modern materials and features including air conditioning, laminated wood beams, and a pre-stressed concrete roof. A separate building housed the used car office (Feature 2).

<sup>39</sup> "A true Colorado love story." *Triangle Review*, December 16, 1979.

"Ghents are hosts." *Coloradoan*, September 15, 1946.

<sup>40</sup> "Citizen of the Month - Frank Ghent: Service to city is auto-matic." *Coloradoan*, April 22, 1984.

"Ghent Will Head Board." *Coloradoan*, February 19, 1962.

<sup>41</sup> "Council Oks Annexation Water Rule." *Coloradoan*, November 26, 1964.

<sup>42</sup> "Multi-Generation Car Dealers." *Fort Collins Business World*, July 1987.

<sup>43</sup> "Ghent Motor Co. Announces its Southern Exposure." *Coloradoan*, August 11, 1965.

<sup>44</sup> "Ghent Motor Co in New Home." *Coloradoan*, August 31, 1966.

<sup>45</sup> *Ibid.*

"New Ghent Motors Garage Set for August Opening." *Coloradoan*, February 27, 1966.

Although Frank Ghent took a less active role in the Ghent Motor Company as he aged, he continued to serve as chairman of the company's board until his 90s.<sup>46</sup> His sons, Dwight and Eldon served as president and vice-president of the company, respectively, and by 1987, the company included the third generation of Ghent's: Bob, Brad, and Curtis.<sup>47</sup> In 1980, Dwight Ghent was awarded a *Time* magazine Quality Dealer award, one of seventy winners for that year.<sup>48</sup> Frank passed in 1985. The Ghent Limited Partnership Association sold the property to Dracol LLC in 2012.

36. Sources of information:

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"Art C. Sheely Auto Company." Image #H08799. Photograph on-file with City of Fort Collins, Museum of Discovery, <https://fchc.contentdm.oclc.org/digital/collection/ph/id/14862/rec/10>  
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"For Training Drivers." *Coloradoan*, December 23, 1957.

"Ghent Adds Car Lot." *Coloradoan*, June 6, 1946.

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"Ghent Motor Co in New Home." *Coloradoan*, August 31, 1966.

"Ghent Opens Edsel Agency." *Coloradoan*, September 18, 1957.

"Ghents are hosts." *Coloradoan*, September 15, 1946.

<sup>46</sup> "Citizen of the Month – Frank Ghent: Service to the city is auto-matic." *Coloradoan*, April 22, 1984.

<sup>47</sup> "Multi-Generation Car Dealers." *Fort Collins Business World*, July 1987.

<sup>48</sup> "Ghent wins dealer award." *Coloradoan*, March 30, 1980.

"Ghent's Take Over Automobile Firm." *Coloradoan*, March 5, 1953.

"Ghent's to Mark Anniversary – Married 50 years." *Coloradoan*, December 10, 1969.

"Ghents will give new scholarship to CSU freshmen." *Coloradoan*, February 3, 1959.

"Ghent Will Head Board." *Coloradoan*, February 19, 1962.

"Ghent wins dealer award." *Coloradoan*, March 30, 1980.

"New Ghent Motors Garage Set for August Opening." *Coloradoan*, February 27, 1966.

"New Library Truck to Serve County." *Coloradoan*, July 23, 1952.

"Thank You!" *Coloradoan*, October 26, 1966, page 39.

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#### *Express-Courier*

"Chol and Ghent Take Ford Agency, Opening Saturday on North College." *Express-Courier*, May 3, 1940.

"Lest We Forget Fort Collins." *Express-Courier*, October 15, 1943.

"City's New War Industry Planned To Continue Into Peaceful Years." *Express-Courier*, May 23, 1943.

"Plant to Begin Working Soon." *Express-Courier*, September 25, 1942.

"Sheely Buys Lot, To Build Garage." *Express-Courier*, April 28, 1936.

#### *Fort Collins Business World*

"Multi-Generation Car Dealers." *Fort Collins Business World*, July 1987.

Genat, Robert. *The American Car Dealership*. MBI Publishing: Osceola, WI, 1999.

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Triangle Review

"A true Colorado love story." *Triangle Review*, December 16, 1979.

VI. Significance

- 37. Local landmark designation: Yes  No  Date of designation: N/A  
Designating authority: N/A
- 38. Applicable Eligibility Criteria:  

National Register	Fort Collins Register	
<input type="checkbox"/> A.	<input checked="" type="checkbox"/> 1.	Associated with events that have made a significant contribution to the broad pattern of our history;
<input type="checkbox"/> B.	<input checked="" type="checkbox"/> 2.	Associated with the lives of persons significant in our past;
<input type="checkbox"/> C.	<input checked="" type="checkbox"/> 3.	Embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or that possess high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or
<input type="checkbox"/> D.	<input type="checkbox"/> 4.	Has yielded, or may be likely to yield, information important in history or prehistory.

Qualifies under Criteria Considerations A through G (see Manual)  
 Does not meet any of the above criteria

Needs additional research under standards:  A/1  B/2  C/3  D/4

39. Area(s) of significance:  
City Planning and Development, Commerce, Architecture

40. Period of significance: 1966

41. Level of significance: National  State  Local

42. Statement of significance:

This site has previously been documented by the City of Fort Collins and Robert and Kristen Autobee in 2017-2018. It was determined not eligible for listing as a local landmark by Fort Collins City Council in April 2018.

In October 2017, Historic Preservation staff received an application for Historic Review associated with a potential development proposal that would impact this site. The property was reviewed by the Director of Community Development and Neighborhood Services and the Chair of the Landmark Preservation Commission as required by Land Use Code section 3.4.7(c). They found the property eligible for listing as a local landmark under Significance Standards A, B, and C for its association with the growth of the automobile industry, association with the Ghent family, and as a property that embodies the distinctive original characteristics of a mid-century automobile dealership. The reviewers noted that the roof materials and several garage doors had been altered, but that the property retained a preponderance of its architectural integrity.

This finding was appealed to the Landmark Preservation Commission (LPC) in February 2018. With this appeal, the appellant submitted a Colorado Cultural Resource Survey Architectural Inventory Form prepared by independent historians, Robert and Kirsten Autobee who found the site not eligible for listing as a local landmark and not eligible for listing on the State and National Registers. The Autobee's determined the property not eligible under local Standard 1 as, "Mr. Ghent had started and established his business at another location", not eligible under local Standard 2 due to the property's lack of association with the significant period of Mr. Ghent's life, and not eligible under Standard 3 as the building did not possess distinctive characteristics of a type, period, or method of construction.

The LPC examined the integrity, context, and standards of eligibility for the site and upheld the finding of individually eligible for listing as a local landmark under Standards A and C. The Commission noted additional information was needed before determining the site eligible under Standard B. This finding was appealed to City Council. On April 3, 2018, City Council overturned the LPC decision as it, "failed to properly interpret and apply relevant provisions of the Code".

The site was revisited for this survey in 2023 and additional research was conducted leading to a reevaluation of the site's significance. In addition, the City of Fort Collins' Land Use Code 3.4.7(c) dealing with historic and cultural resources was repealed in its entirety on March 5, 2019. This site has been evaluated against the updated City of Fort Collins' Significance Standards.

Under Standard 1, the site is strongly associated with the post-war movement of Fort Collins businesses, generally, and automobile dealerships, specifically, away from downtown toward the edges of the city. As the city's population grew after WWII, many commercial enterprises relocated from the space-constrained downtown to the open areas near the outskirts of town. Thomas and Harris note in their postwar development context, "As automobile use increased, business owners found ways to cater to drivers who wanted easy access to services and plenty of parking spaces."<sup>49</sup> The 1966 Ghent dealership exemplifies this historic trend and is an excellent example of a mid-century business relocating to better meet the needs of their automobile-driving customers. The new dealership location had two acres of parking, entrances on both College Avenue and Drake Road with "360-degree access to the building", and a drive-thru window for auto

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<sup>49</sup> Thomas and Harris, "Fort Collins E-X-P-A-N-D-S", 62.



part sales.<sup>50</sup> Autobee's assertion that, "Because, Mr. Ghent had started and established his business at another location, 5LR.14283 would not qualify under Fort Collins Local Landmark Criteria 1" is erroneous. Fort Collins Municipal Code Section 14-22(a)(1) does not disqualify businesses that existed in a previous location; in fact, the relocation of the business at that specific point in time is what makes this site significant and qualifies it for individual landmarking under Standard 1. Feature 3 would not contribute to the significance of the site under this Standard.

The site is significant under Standard 2 for its association with Frank and Dwight Ghent. The previous documentation in 2017 determined the site not eligible under this standard as, "Mr. Ghent's activities in the development of Larimer County and Fort Collins primary took place before the move to 2601 S. College Avenue in 1966". In 2018, the LPC noted additional information was needed to provide an evaluation of the site's association with the Ghent family. Additional research conducted for this project found Dwight and Frank Ghent influential and important members of the Fort Collins business community. The Ghent's were active in various veteran organizations, provided vehicles for community needs, served on local boards and commissions including the Chamber of Commerce Board, State Highway Commission, Fort Collins Water Board, and First National Bank Board. In addition, the Ghent's were active members of local, state, and national automobile dealer associations. The Ghent family has made a recognizable contribution to the history of Fort Collins and the site is eligible under Standard 2 for its association with the family. Although Dwight's home at 1612 Sheely Drive is locally landmarked as part of the Sheely Historic District and Frank's home at 638 Whedbee is included in the National Register Laurel School Historic District and was individually landmarked in 1996, Fort Collins city code does not prohibit landmarking multiple properties associated with the same individuals. Feature 3 would not contribute to the significance of the site under this Standard. Under Standard 3, the site is significant as an excellent and rare remaining example of mid-century automobile dealership design and as an example of the Modern Movement / Contemporary architectural style. In 2018, Autobee and Autobee recommended the site not eligible under Standard C as the building had undergone alterations over the past five years and did not possess distinctive characteristics of a type, period, or method of construction. Additional research and consideration of character defining features other than the roof and overhead doors reveals the site to

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<sup>50</sup> "New Ghent Motors Garage Set for August Opening." *Coloradoan*, February 27, 1966.

retain sufficient integrity and convey a Modern Movement / Contemporary architectural style. Feature 3 would not contribute to the significance of the site under this Standard.

The site is a good example of the Modern Movements / Contemporary architectural style. Character defining features include large plate glass windows, long and low massing, low-pitched gable roof, asymmetrical plan, widely overhanging eaves, exposed rafter beams, stretches of uninterrupted wall cladding, obscured entry, and use of natural materials. Contemporary and Modern Movement architectural styles expressed the economic prosperity and belief in modern technology of the mid-century period.<sup>51</sup> Glossy brushed metals, expanses of plate glass, and use of newly invented materials like laminated wood beam or plastics, “represented America’s unwavering belief in new technology” and excitement for the space age of the future.<sup>52</sup> Use of modern materials and a modern design also indicated to prospective customers that the business and its products were modern and up to date. Modern Movement buildings express an important aspect of Fort Collins and United States history – a time of economic prosperity, belief in new technology and materials, and the changing nature of consumer culture.<sup>53</sup>

Fort Collins has several prominent buildings that express the wide variety of architectural forms included under the Modern Movement umbrella, but only one other known Contemporary style commercial building. Descended from the architectural tradition of Frank Lloyd Wright, Contemporary style buildings were designed to feature geometric shapes, natural materials and the interplay of interior and exterior spaces. A spate of commercial buildings constructed near downtown in the late 1950s through the 1970s convey the International, Googie, Usonian, and Brutalist styles. These buildings include Rocky Mountain Bank (1966) at 315 W Oak, First National Bank Tower (1968) at 215 W. Oak, Poudre Valley National Bank (1966-1967) at 401 S. College, and Safeway, now Lucky’s (1966), at 425 S. College. Further from downtown, the Faith Realty building at 1630 S. College (1964) and the Key Bank (1970), located just northeast of the Ghent dealership, express the Modern Movement architectural styles with their flat roofs, wide metal cornices, overhanging eaves, and horizontal massing. The strip mall at 1101 W. Elizabeth (1964) has not been previously documented by city’s Historic Preservation Services, but it expresses Modern Movement characteristics with its iconic folded plate

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<sup>51</sup> Carol J. Dyson, “Mid-century Commercial Design Evaluation and Preservation: An Opportunity for Commissions.” *The Alliance Review* (Spring 2017), 4.

<sup>52</sup> Dyson, “Evaluation and Preservation.”

<sup>53</sup> Carol Dyson, “Mid-Century Commercial Modernism: Design and Materials.” In *Proceedings of the Mid-Century Modern Structures: Materials and Preservation Symposium*, St. Louis, MO, April 2015.

roof and exaggerated structural supports. Although not currently within city limits (but within the city's Growth Management Area), the only known Contemporary style building is Supermarket Liquors at 1300 E. Mulberry.

As discussed above, automobile dealerships emerged as a building type, separate from other retail establishments, in the 1920s. By the 1940s, automobile manufacturers were encouraging dealers to modernize their buildings through publications like General Motor's *Planning Automobile Dealer Properties* and Ford's *Plans for New and Modernized Sales and Service Buildings*. The Ghent's were active members of the Ford Motor Company Dealer's Association and frequently attended training sessions in Detroit, MI. A 1966 *Coloradoan* article notes the Ghent's planned the site, "with the help of the Ford Motor Company" after visiting many auto dealerships throughout the country.<sup>54</sup> This site exhibits the design principles of mid-century automobile dealerships which reflect a period of American car culture that no longer exists today. The site's orientation along two arterial streets, increased access to service bays, and drive-thru part sales window illustrate the centrality of automobiles to Fort Collins residents, while the showroom's elevation above street level, oblique orientation toward the intersection of Drake Road and College Avenue, and window walls reflect the values of mid-century consumer culture, where advertisements for new cars were made to those already driving automobiles.

In addition, this site is one of the few remaining mid-century automobile dealerships within Fort Collins that retains sufficient integrity to convey its historic associations. During the 2018 City Commission meeting, several local examples of post-WWII automobile dealerships were noted. Those dealerships, along with others identified during the course of this survey, are listed below with a description of their current status.

- Poudre Valley Motors constructed a new dealership at 303 N. College in 1951 and operated at that location through 1971.<sup>55</sup> The building was demolished in 2022.
- Michael Rambler Jeep constructed a new dealership with a folded plate roof at 331 N. College in 1965-1966.<sup>56</sup> The building was demolished in 2022.
- The Ed Carroll Volkswagen dealership, built in 1968 at 3003 S. College, has been heavily altered with several additions to the west elevation in the 1980s, 1990s, and 2000s and a remodel of the façade in 2017.

<sup>54</sup> "History of Fort Dealers in Fort Collins." *Coloradoan*, October 26, 1966.

<sup>55</sup> "All Eyes are Focused on the Opening of..." *Coloradoan*, April 25, 1951.

<sup>56</sup> "A New Business for Fort Collins." *Coloradoan*, December 5, 1965.

- Banwell Motors at 142 Remington was constructed in 1955 and has been determined eligible for local landmark status under Standards A and C for its early association with the automotive repair business and as a good commercial example of the Modern Movements style.
- Watts Auto Sales at 1101 N. College was constructed in 1946 and demolished prior to 1970.
- Oakes Motors (later Fort Collins Motors) at 354 Walnut was constructed in 1946 and demolished during the construction of The Elizabeth Hotel.
- Rauch Motor Company was one of the first dealerships to relocate to South College in 1964.<sup>57</sup> Historic aerial images indicate it was demolished between 1971-1978.
- Continental Sports Ltd. (later Colorado Import Motors) at 1113 N. College was constructed in 1964. Since the 1960s, the roof style has been changed from flat to wood shingle-clad mansard and all of the automobile accessible openings have been closed.
- Markley Motors, constructed in 1940 at 246 N College, has been remodeled several times since its original construction and is now part of The Exchange. This site no longer retains sufficient integrity.
- Dreiling Motors was constructed in 1943 at 230 S. College. Since that time, the corner entrance has been infilled, the plate glass windows removed, and portions of the exterior have been re-clad with brick. The building no longer retains sufficient integrity to convey its historic associations.

The site is unlikely to yield important information in reference to research questions under Standard 4 and is not eligible under this standard.

This site has also been evaluated for eligibility against the National Register of Historic Places (NRHP) Criteria. Requirements for listing properties on the NRHP are set by the National Park Service and differ from those used to evaluate significance and eligibility at the local level; a property may be eligible under one set of criteria and not the other. Although the site is representative of Fort Collins' post-war economic expansion, the site's significance to this historic trend does not rise to the level required by the NRHP for individual nomination. Under Criterion B, the NRHP stipulates that the site be associated with a person's productive life, and that multiple eligible properties be representative of

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<sup>57</sup> "Apartment House, Business Permits Issued at City Hall" *Coloradoan*, February 24, 1964.

different aspects of the person's life. Frank Ghent's personal residence (638 Whedbee) is already listed on the NRHP as a contributing property to the Laurel School Historic District and the site most associated with his productive life is 205 N. College, where he sold automobiles for more than 20 years. Dwight Ghent's significance in the Fort Collins business community does not rise to the level required by the NRHP. For these reasons, the site is not eligible for individual listing on the NRHP under Criterion B.

Under Criterion C, the site is representative of the Modern Movement / Contemporary architectural style and as an example of mid-century automobile dealership design. Although the site does embody the distinctive characteristics of a type and period of construction, its architectural significance is not sufficient to qualify for individual listing on the NRHP. The site is unlikely to yield important information in reference to research questions under Criterion D. The site is recommended not eligible for listing on the NRHP.

43. Assessment of historic physical integrity related to significance:

This site is significant for its association with the post-war movement of businesses to the outer edges of the city and as an excellent representation of mid-century automobile dealership design and contemporary architecture. As an example of the contemporary architectural style essential elements of physical integrity include its long and low massing, asymmetrical plan, exposed roof beams, broad expanses of uninterrupted wall surfaces, obscured entries, window wall with fixed windows filling gable ends, trapezoidal windows, and broadly overhanging eaves. As an example of mid-century automobile dealership design, essential physical elements include: siting and orientation of the building toward the street, visibility of the interior showroom, asymmetrical plan, and cohesive inclusion of sales, parts, and service departments. As an example of the post-war movement of businesses essential portions of physical integrity include its auto-centric design elements like ample parking, easy street access, and accommodations for drive-thru customers.

*Location, Setting, and Workmanship*

The site retains integrity of location. The dealership remains in the location where it was originally constructed in 1966. Integrity of setting has been slightly impacted by the construction of additional commercial buildings and demolition of 1960s commercial buildings to the north, south, and east. Although the surrounding buildings have changed over the last fifty years, the general commercial character of the setting is retained. The site continues to be located along two arterial streets and spatial relationships between the buildings and the street remain as originally oriented. The site retains integrity of workmanship which is visible in the application of the exterior stone cladding.

### *Materials*

Integrity of materials has been impacted by the addition of metal cladding to the roofs of Features 1 and 2 and replacement of many original overhead doors in the service bays. As noted by Autobee and Autobee in 2018, only four of the original overhead doors remain and the replacement doors have significantly fewer inset windows. The Autobee's remarked that the service bay doors, specifically the glass components, are a character defining feature of the building, and their loss, coupled with the replacement of the roof material, "greatly detracts from the historic nature of the building". While these materials have been lost and do detract from the historic integrity, other significant character defining materials remain intact, including the laminated roof beams, fixed glass window walls, and broad expanses of uninterrupted exterior cladding composed of concrete block, stucco, and stone.

### *Design*

Integrity of design has been slightly impacted by two small additions to the west elevation, added between 1983-1999, and the infill of some windows on the east elevation. Although Autobee and Autobee described the canopy on the east elevation as, "the largest addition" to the building, further research has determined that the canopy was in place by October 1966 and therefore does not detract from the integrity of the site. In addition, an artist's sketch of the building's design published in the *Coloradoan* in February 1966 includes the canopy, indicating it was part of the original design. Other aspects of the dealership's design remain intact, including its long and low massing, asymmetrical plan, low-pitched gable roof, broadly overhanging eaves, fixed window walls, obscured entries, exposed rafter beams, and broad expanses of uninterrupted wall surfaces. In addition, the site retains all aspects of its mid-century automobile dealership design, including the drive-thru parts window, cohesive incorporation of parts, sales, and service departments, orientation of the showroom toward a busy intersection, surrounding asphalt parking lots, and easy automobile access to the site and service center.

### *Feeling and Association*

The site retains integrity of feeling and association. Although the roof has been replaced with a material not available in the 1960s and many overhead doors have been replaced, the site retains its historic sense of the mid-century period. The building's exterior cladding, massing, window walls, asymmetrical plan, low-pitched roof, and exposed rafter beams continue to convey the architectural aesthetics of the Modern Movement of the 1960s and the building is easily readable as of mid-century construction. The site retains sufficient integrity to convey its historic associations.

Item 20.

Source Number: B111 (City); 5LR.14283 (State)

Temporary Resource Number:

Address: 2601 S. College Ave

**VII. National and Fort Collins Register Eligibility Assessment**

44. Eligibility field assessment:

National:

Eligible  Not Eligible  Need Data

Fort Collins:

Eligible  Not Eligible  Need Data

45. Is there district potential? Yes  No

Discuss: Although several of the surrounding properties date to the 1960s and late 1970s, most do not appear to retain sufficient integrity to convey their historic significance. The area does not appear to possess a significant concentration or continuity of sites linked by historic theme or architecture

If there is district potential, is this building: Contributing  Non-contributing

46. If the building is in existing district, is it: Contributing  Non-contributing

**VIII. Recording Information**

47. Photograph numbers: 7198-7253

Negatives filed at: City of Fort Collins

48. Report title: [Click here to enter text.](#)

49. Date(s): October 2023

50. Recorder(s): Rebekah Shields – Historic Preservation Specialist

51. Organization: City of Fort Collins

52. Address: 281 N. College Ave, Fort Collins, CO 80524

53. Phone number(s): 970-224-6137

NOTE: Please include a sketch map, a photocopy of the USGS quad map indicating resource location, and photographs.

History Colorado - Office of Archaeology & Historic Preservation  
1200 Broadway, Denver, CO 80203 (303) 866-3395

## Site Photos and Maps



**Figure 1:** Artist sketch of new dealership. Image clipped from *Coloradoan*, February 27, 1966.



**Figure 2:** 2601 S. College façade. Image clipped from *Coloradoan*, October 26, 1966.





**Figure 3:** 2601 S. College, service wing. Image clipped from *Coloradoan*, October 26, 1966.



**Figure 4:** Feature 1, east-northeast elevation, view northwest (Image #7200, R. Schields, 10/3/2023).

Item 20.

Source Number: B111 (City); 5LR.14283 (State)  
Temporary Resource Number:

Address: 2601 S. College Ave



Figure 5: Feature 1, east-northeast elevation, view west (Image #7201, R. Schields, 10/3/2023).



Figure 6: Feature 1, east-northeast elevation, view south (Image #7215, R. Schields, 10/3/2023).

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Source Number: B111 (City); 5LR.14283 (State)  
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Address: 2601 S. College Ave



**Figure 7:** Feature 1, north-northwest elevation, view southwest (Image #7216, R. Shields, 10/3/2023).



Item 20.

Source Number: B111 (City); 5LR.14283 (State)

Temporary Resource Number:

Address: 2601 S. College Ave

**Figure 8:** Feature 1, north-northwest and west-southwest elevations, view southeast. Note glass enclosed foyer connecting east and west portions of the building. (Image #7218, R. Shields, 10/3/2023).



**Figure 9:** Feature 1, north elevation, view southeast (Image #7229, R. Shields, 10/3/2023).

Item 20.

Source Number: B111 (City); 5LR.14283 (State)  
Temporary Resource Number:

Address: 2601 S. College Ave



Figure 10: Feature 1, east half of north elevation, view south (Image #7221, R. Schields, 10/3/2023).



Figure 11: Feature 1, center portion of north elevation, view southwest (Image #7223, R. Schields, 10/3/2023).

Item 20.

Source Number: B111 (City); 5LR.14283 (State)  
Temporary Resource Number:

Address: 2601 S. College Ave



**Figure 12:** Feature 1, west half of north elevation, view southwest (Image #7224, R. Shields, 10/3/2023).



**Figure 13:** Feature 1, north and west elevations, view southeast (Image #7231, R. Shields, 10/3/2023).

Item 20.

Source Number: B111 (City); 5LR.14283 (State)  
Temporary Resource Number:

Address: 2601 S. College Ave



**Figure 14:** Feature 1, west end of south elevation, view northwest (Image #7246, R. Schields, 10/3/2023).



**Figure 15:** Feature 1, center portion of south elevation, view north (Image #7247, R. Schields, 10/3/2023).

Item 20.

Source Number: B111 (City); 5LR.14283 (State)  
Temporary Resource Number:

Address: 2601 S. College Ave



**Figure 16:** Feature 1, east end of south elevation, view northeast (Image #7248, R. Shields, 10/3/2023).



**Figure 17:** Feature 1, east end of south elevation. Note glass enclosed foyer between west and east portions of the building. (Image #7251, R. Shields, 10/3/2023).



Item 20.

Source Number: B111 (City); 5LR.14283 (State)

Temporary Resource Number:

Address: 2601 S. College Ave



**Figure 18:** Feature 1, south-southeast elevation, view northeast. Note bump out, likely used as a drive through for part sales. (Image #7244, R. Shields, 10/3/2023).



**Figure 19:** Feature 1, south-southeast and east-northeast elevations, view west (Image #7240, R. Shields, 10/3/2023).

Item 20.

Source Number: B111 (City); 5LR.14283 (State)  
Temporary Resource Number:

Address: 2601 S. College Ave



Figure 20: Feature 2, east-northeast elevation, view west (Image #7205, R. Schields, 10/3/2023).



Figure 21: Feature 2, east-northeast and north-northwest elevations, view southwest (Image #7208, R. Schields, 10/3/2023).

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Source Number: B111 (City); 5LR.14283 (State)  
Temporary Resource Number:

Address: 2601 S. College Ave



**Figure 22:** Feature 2, west-southwest and south-southeast elevations view east (Image #7212, R. Schields, 10/3/2023).



**Figure 23:** Feature 2, south-southeast and east-northeast elevations, view northwest (Image #7213, R. Schields, 10/3/2023).



**Figure 24:** Feature 3, view southwest. Note Features 1 and 2 in background at left and right, respectively. (Image #7203, R. Shields, 10/3/2023).



Item 20.

Source Number: B111 (City); 5LR.14283 (State)

Temporary Resource Number:

Address: 2601 S. College Ave



2601 S. College



- Parcel Boundary
- Feature Boundary



NAD 1983 - State Plane Northern Colorado  
October 5, 2023

Item 20.

October 27, 2023

**VIA E-MAIL AND FED-EX**

Community Development and Neighborhood Services  
Director, Paul Sizemore  
281 North College Avenue  
Fort Collins, Colorado 80524

Re: Notice of Appeal Pursuant to Fort Collins Municipal Code § 14-23(b) – 2601 S. College Avenue;  
Resource No. B111 (City); 5LR.14283 (State); Historic Building Name: Ghent Motor Company

Dear Mr. Sizemore:

We are in receipt of the Official Determination for Fort Collins Landmark Eligibility issued on October 17, 2023 for 2601 S. College Avenue (the “**Property**”), of which DRACOL LLC is the owner. We understand that the Property has been evaluated and found eligible for Fort Collins landmark designation. Pursuant to Fort Collins Municipal Code § 14-23(b), this letter serves as a formal appeal to the Landmark Preservation Commission as to the eligibility determination.

This letter is the first step in the appeal process and we intend to provide an intensive-level Colorado Cultural Resource Survey Form for each resource that is subject to the appeal, prepared by an expert in historic preservation acceptable to both you, as the Director of Community Development and Neighborhood Services (the “**Director**”), and the appellant. We understand that the Cultural Resources Survey Form need not be filed with this letter initiating the appeal but must be filed at least fourteen (14) days prior to the hearing of the appeal, the date of which will be set by the Director. We will await your reply as to the scheduling of such hearing.

Nothing in this letter should be interpreted as in any way limiting any other right that we may have, now or in the future, to challenge the City’s findings or conclusions in the Official Determination for Fort Collins Landmark Eligibility issued for the Property on October 17, 2023. Please do not hesitate to reach out with any questions.

Sincerely,

DocuSigned by:  
  
63DAA4A0F50D4C3... 10/27/2023  
Kriss Spradley,

cc: Chris Viscardi (via e-mail)  
Elliot Smith (via e-mail)  
Thomas J. Ragonetti (via e-mail)  
Bill E. Kyriagis (via e-mail)  
Diana Caruso Jenkins (via e-mail)

March 25, 2024

Carolynne C. White  
Attorney at Law  
303.223.1197 direct  
cwhite@bhfs.comFort Collins Historic Preservation Commission  
City Hall West  
300 LaPorte Ave.  
Fort Collins, CO 80521

Ladies and Gentlemen:

We represent Kriss Spradley and Bill Barr, the owners (the "**Owners**") of the property located at 2601 S. College Avenue (the "**Property**"), which is also commonly known as the Mazda dealership in the City of Fort Collins (the "**City**"). The Owners are appealing the determination of City Staff that the Property is eligible for historic designation. This letter summarizes why the Property fails to meet the criteria for eligibility for historic designation set forth in the Fort Collins Municipal Code (the "**Code**").

## **I. Background**

The improvements on the Property currently consist of a main showroom for an automobile dealership connected to large garage area, and a small garage. The improvements were built in 1966. The Owners began leasing the Property in 1988 for operation of a Ford franchise and, later, a Mazda franchise. In 2012, the Owners purchased the Property with the intent to redevelop it. In 2018, Mazda required that the Owners either build a new building on the site to house the franchise, or sell the franchise. The Owners sold the franchise and began to explore redevelopment of the site.

In 2017, in connection with the proposed redevelopment of the Property, City Staff completed a historic survey that determined that the Property was eligible for historic designation. The Owners appealed this determination to the Landmark Preservation Commission (now the Historic Preservation Commission), which upheld the determination, and the Owners appealed the determination to City Council. City Council overturned the determination on April 3, 2018, finding that the Property and its improvements did not meet the criteria for eligibility for historic designation in the Code, and determining that the property was *not* eligible for designation. Although the proposed development did not move forward, City Council's determination was valid for five years and recently expired on April 3, 2023.

Currently, the Owners are working closely with a developer and have submitted a development application for the Property to create a mixed-use multi-family structure consistent with the future land use designation for this Property in the Fort Collins City Plan (the "**City Plan**"). In connection with this application, City Staff have made a determination under Section 14-22 of the Code that the Property is eligible for historic designation, using the standards for Significance and Integrity (as defined below) in



the Code, which have been updated in minor ways since 2018. The Owners have appealed this determination pursuant to Section 14-23(b) of the Code, and this appeal is the subject of this public hearing.

In connection with this appeal, and as required by Section 14-23(b) of the Code, the Owners are submitting a Colorado Cultural Resource Survey Form for the Property (the "Survey") prepared by Natalie Feinberg Lopez of Built Environment Evolution, who is an expert in historic preservation approved by City Staff. The Survey is attached hereto as Exhibit A. The Survey concludes, and this Letter demonstrates, that the Property does not meet the criteria for Significance or Integrity. This conclusion is consistent with the conclusions of City Council with respect to this Property in 2018.

## II. Analysis of Code Criteria

Pursuant to Section 14-22 of the Code, for a resource to be eligible for historic designation, it must fulfill the criteria for both Significance and Integrity. For the reasons set forth below, the Property does not fulfill these criteria.

### A. **The Property Does Not Meet The Criteria For Significance.**

Pursuant to Section 14-22 of the Code, "Significance" is "the importance of a site, structure, object, or district to the history, architecture, archeology, engineering or culture of our community, State or Nation" and is achieved by meeting any of the criteria set forth by the U.S. Department of Interior, National Park Service, as incorporated in the Code. These criteria include (1) events, (2) persons/groups, (3) design/construction, and (4) information potential. According to Cultural Resource Survey prepared by City Staff (the "Staff Survey"), the Property meets the criteria for (1) events (2) persons/groups and (3) design/construction.

However, for the following reasons, the Property does not meet these criteria:

- (1) *Events. Resources may be determined to be significant if they are associated with events that have made a recognizable contribution to the broad patterns of the history of the community, State or Nation. A resource can be associated with either, or both, of two (2) types of events: (a) A specific event marking an important moment in Fort Collins prehistory or history; and/or (b) A pattern of events or a historic trend that made a recognizable contribution to the development of the community, State or Nation.*

According to the Staff Survey, this criterion is met because auto dealerships are "strongly associated with the post-war movement of Fort Collins businesses, generally, and automobile dealerships, specifically, shifting toward the edges of the City." However, as noted in the Survey, although the automobile was the main source of transportation that was considered in urban planning and development, it is rare for any automobile dealership to individually contribute significantly to urban development. Further, there

is no indication that this particular dealership contributed to the movement in any significant way other than being one of many automobile dealerships that existed during the post-war area. At times, dealerships are designated as historic when the dealership lies within a historic district or an area that is directly related to the history of the automobile, neither of which appears to be the case in this instance. Although the history of the City was affected by the shift toward automobile usage by the public, there is no evidence to show that the City was unique in this regard. Therefore, this criterion is not met.

- (2) *Persons/Groups. Resources may be determined to be significant if they are associated with the lives of persons or groups of persons recognizable in the history of the community, State or Nation whose specific contributions to that history can be identified and documented.*

Staff contend that this criterion is met by the Property's former association with Frank and Dwight Ghent, and that the Ghents were influential members of the business community. However, Frank and Dwight Ghent did not begin their business here. The Ghents were originally associated with the used car lot located at 354 Walnut, where the Elizabeth Hotel now is. After this location, the company was renamed and operated for 26 years at 205 North College avenue where Beau Jo's is presently located. The Property at 2601 S. College is the Ghents' third location, and not the most significant. While the Ghents were associated with the business community, this association was not significantly related to this Property, and the limited association is not enough to warrant the significance that a determination of historic eligibility requires. In fact, this Property is not associated with the Ghents' best years in sales. Even the locations that were associated with the Ghents' best years were not deemed eligible for designation due to the limited importance of the association. Moreover, as noted in the Survey, the Ghents were active members of the community in Fort Collins but did not make any contributions that rise to a level warranting a historic designation. Therefore, this criterion is not met.

- (3) *Design/Construction. Resources may be determined to be significant if they **embody** the identifiable characteristics of a type, period or method of construction; **represent** the work of a craftsman or architect whose work is **distinguishable** from others by its characteristic style and quality; possess high artistic values or design concepts; or are part of a recognizable and distinguishable group of resources. This standard applies to such disciplines as formal and vernacular architecture, landscape architecture, engineering and artwork, by either an individual or a group. A resource can be significant not only for the way it was originally constructed or crafted, but also for the way it was adapted at a later period, or for the way it illustrates changing tastes, attitudes, and/or uses over a period of time. Examples are residential buildings which represent the socioeconomic classes*

*within a community, but which frequently are vernacular in nature and do not have high artistic values. Code, § 14-22(a)(3).*

The standard in the Code for significant design and construction is high. A resource must “embody” and “represent” its type and be “distinguishable” from others. According to the Staff Survey, the Property is an example of a mid-century automobile dealership in the “Modern Movement / Contemporary” style. However, as noted in the Survey, while the improvements on the Property show elements that are the style of the mid-century period, such as the single story, large areas of glass, and smaller garages, these elements do not represent the work of a master, nor high artistic value, nor a distinguishable entity. The Survey states that the building is “not an excellent example of the mid-century modern typology,” and the design elements are “very common” and “in no way remarkable” for the period. The Survey rates this Property as a 1-1.5 on a 10 point scale (10 being the highest) for mid-century design value. Additionally, according to the Survey, research indicates that no buildings designed by the architectural firm of Moore, Combs, and Burch, which designed the building on the Property, has been listed on state or local registers. Therefore, this criterion is not met.

In sum, the criteria for significance as related to events, persons/groups, and design/construction are not met.

**B. The Property does not meet the criteria for Integrity.**

According to Section 14-22 of the Code, to be eligible for historic designation, a Property must possess not only Significance but also Integrity. Pursuant to the Code, “**Integrity**” is “the ability of a site, structure, object, or district to be able to convey its significance. The integrity of a resource is based on the degree to which it retains all or some of the seven (7) aspects or qualities established by the U.S. Department of the Interior.” The Code sets forth seven criteria for Integrity, and the Code specifies that although not all seven criteria need to be present, the “overall sense of past time and place” must be “evident.” As described in detail above, there are many reasons why the Property does not clearly meet the criteria for Significance. However, even if it did meet the above criteria for Significance, it does not convey an “overall sense of past time and place” as required by the Code under the Integrity criteria:

- (1) *Location is the place where the resource was constructed or the place where the historic or prehistoric event occurred.*

The Staff Survey states that the Property fulfills the criteria for Significance in part because it reflects a movement of businesses “toward the edges of the city,” in which case the criterion for Integrity of location is not met because the Property is central to the City as it exists today. Also, according to the Survey, the area as a whole has lost significant Integrity for the mid-century period and does not qualify for a national or historic district. All other existing buildings from the period of significance are widely dispersed, do not have the concentration needed for a historic district, and are not related to the

automobile industry. Further, as demonstrated by the Survey, the Property itself has not played a significant role in this location, nor has a historic event taken place at this Property.

Therefore, this criterion for Integrity is not met.

- (2) *Design is the combination of elements that create the form, plan space, structure and style of a resource.*

Although Staff contend that the Property retains the Integrity of its design, the Survey states that while the Property shows elements that are the style of the period, such as a gable roof with exposed rafters and large areas of glass, these elements are “very common” for the time period and represent an outdated building, not a historically significant structure.

Furthermore, as the Survey notes, many elements of the site and structure have changed over time, resulting in a loss of Integrity. These include:

- changes in the roof materials;
- an extension of the roof overhang on the east elevation;
- the loss of the upper windows on the east elevation;
- the enclosure of the connection between the showroom and service area;
- a change in the door at the body shop at west end of the service area;
- the replacement of the majority of garage doors;
- the loss of landscaping;
- the addition of fencing; and
- the loss of the car wash and gas station.

Therefore, this criterion for Integrity is not met.

- (3) *Setting is the physical environment of a resource. Whereas location refers to the specific place where a resource was built or an event occurred, setting refers to the character of the place in which the resource played its historic or prehistoric role. It involves how, not just where, the resource is situated and its relationship to the surrounding features and open space.*

This criterion is closely related to the location of the Property. The Property is not related to the location or to any formally recognized attribute of the surrounding neighborhood. Additionally, the vision for the neighborhood set forth in the Structure Plan, which calls for a transition away from auto-oriented uses and toward vertical, high density, mixed-use development in this area, demonstrates clearly that the surrounding community has changed and is expected to change further, which means that the Integrity of setting has been lost. The Survey shows that although there are several blocks with additional car

dealerships, all other dealerships have kept up to date with dealership requirements for modification. This caused the area to lose any correlation to the mid-century period. All other existing buildings from the mid-century period are widely dispersed, do not have the concentration needed for a historic district, and are not related to the automobile industry. The area has lost significant Integrity for the mid-century period and does not qualify for a national or local historic district.

Therefore, this criterion for Integrity is not met.

(4) *Materials are the physical elements that form a resource.*

The Owners are unable to continue to use the Property in any meaningful way because any changes that need to be made to encourage any dealership to operate here require changes to the building's façade, landscaping, and glass. The Survey indicates that the Property and original materials can no longer be used as a car dealership, as modern dealerships require remodeling that would make all aspects current and contemporary. Because the Property cannot be used as a car dealership, the Property further loses its Integrity. Further, as noted in the Survey, many elements show "significant deterioration"—not due to lack of maintenance, but because the materials are nearing the end of life cycle, as the original materials were inexpensive and made to be replaced often. For example, all portions of the building with the showroom and service bays are made of concrete slab-on-grade foundation. As the Survey states, these are not materials that were made to preserve buildings.

Other issues with the structure and materials of the Property noted in the Survey as related to Integrity include problems with deterioration of drainage and surfaces, necessitating the removal of asphalt for the purposes of regrading and fixing the foundations.

Therefore, this criterion for Integrity is not met.

(5) *Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. It is the evidence of artisans' labor and skill in constructing or altering a building, structure or site.*

The Survey found that this Property does not represent the work of a master, nor does the Property have high artistic value. According to the Survey, while there are specific elements that represent the style of the mid-century period, the design and details are "very common," and the Property is "in no way remarkable" for the period. Further, the back of the building with the garage doors is highly inefficient because the doors require constant maintenance and have large gaps that increase energy costs in the winter. The Owners have explored the idea of remodeling numerous times, but every time the analysis proved that tearing the building down was the most economically viable option, especially given the fact that no other dealership is willing to occupy the Property due to the Property's non-compliance with dealerships' strict standards and regulations.

Therefore, this criterion for Integrity is not met.

- (6) *Feeling is a resource's expression of the aesthetic or historic sense of a particular period of time. It results from the presence of physical features that, taken together, convey the resource's historic or prehistoric character.*

As noted in the Survey, the design and details of the improvements are “very common” and “in no way remarkable” for the mid-century period. Therefore, they cannot successfully convey the feeling of the mid-century period. Additionally, the improvements do not successfully convey the historic character of the post-war era because, as the Survey states, automobile dealerships generally do not individually contribute significantly to urban development. According to the Survey, automobile dealerships *can be* designated, but they are typically directly related to the major car companies in Detroit. Additionally, as noted above, all other dealerships in the area have kept up to date with dealership requirements for modification, meaning that the character and feeling of this post-war era is no longer present in this area.

Therefore, this criterion is not met.

- (7) *Association is the direct link between an important event or person and a historic or prehistoric resource. A resource retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the presence of physical features that convey a resource's historic or prehistoric character.*

As noted above, this Property is the Ghents' third location and is not associated with the Ghents' best years in sales. Further, as noted above, the Property is not strongly associated with the mid-century period due to its “common” design that is “in no way remarkable,” as noted in the Survey. It is also not well associated with the Post-War period, other than that it is an automobile dealership with an outdated design, and that existed at a time when all communities were becoming more auto-oriented.

Therefore, this criterion for Integrity is not met.

### III. Policy

The Code sets forth certain policies and purposes with respect to historic designation and landmark preservation in Sections 14-1 and 14-2. These policies and purposes are helpful to guide decisions with respect to historic eligibility. A determination of historic eligibility for this Property would not advance these policies and purposes for the following reasons:

### A. Policies in the Code

First, the determination that the Property is eligible for historic designation would not advance the policies in Section 14-1 of the Code for the following reasons:

- i. *It is hereby declared as a matter of public policy that the protection, enhancement and perpetuation of sites, structures, objects and districts of historic, architectural, archeological, or geographic significance, located within the City, are a public necessity and are required in the interest of the prosperity, civic pride and general welfare of the people.*

This policy emphasizes that the preservation of objects of “significance” are a public necessity. However, as described above, the Property does not meet the criteria for Significance and therefore does not advance this policy. Further, the Property as an auto-oriented use is not consistent with the vision of the Structure Plan for this area, and therefore continuing to associate the Property with the history of auto-centric development of the City does not advance civic pride and the general welfare. Therefore, historic designation of this Property would not advance this policy.

- ii. *It is the opinion of the City Council that the economic, cultural and aesthetic standing of this City cannot be maintained or enhanced by disregarding the historical, architectural, archeological and geographical heritage of the City and by ignoring the destruction or defacement of such cultural assets.*

A historic designation of the Property would not advance the economic standing of the City, because, as noted above, the Property can no longer be used as an automobile dealership, due to the fact that modern dealerships require remodeling that would make all design elements current and contemporary. Also, its design elements also are not conducive to any other use. Essentially, a historic designation would prevent any marketable use of the Property.

Furthermore, a historic designation would not advance the cultural and aesthetic standing of the City due to the Property’s deterioration of materials that were not made to last and the fact that the Property is, as the Survey states, “in no way remarkable” as an example of mid-century design. Therefore, historic designation of this Property would not advance this policy.

### B. Purposes

The purposes set out in the Code are as follows:

- i. *Survey, identify, designate, preserve, protect, enhance and perpetuate those sites, structures, objects and districts which reflect important elements of the City's*

*cultural, artistic, social, economic, political, architectural, archeological, or other heritage.*

As discussed above, the preservation of this Property would result in a vacant automobile dealership due to the fact that all dealerships require a more current and contemporary design. This Property therefore will not reflect elements of the City's social or economic heritage and, with no other appropriate marketable use, would remain unused until redevelopment is permitted. This vacancy would not advance the City's purpose of preserving, protecting and enhancing historic resources.

**ii.** *Foster civic pride in the beauty and accomplishments of the past.*

The Ghent family's association with the Property is not apparent, and the Survey states that the Property is not an excellent example of the mid-century period. The deterioration of the materials, which were never made to last, also fails to foster civic pride. Civic pride would best be furthered by following the recommendations of the City as documented in the Structure Plan to foster vertical mixed-use development in this area that is less auto-oriented.

**iii.** *Stabilize or improve aesthetic and economic vitality and values of such sites, structures, objects and districts.*

As stated previously, if this Property were designated as historic and unable to be redeveloped, it would almost certainly remain vacant, which would hurt the overall aesthetics and economic vitality of the area. This Property would disrupt the natural progression of the area and would hurt the aesthetics of the surrounding community. Additionally, maintenance of this use in this area is not consistent with the vision of the Structure Plan and Midtown Plan for this area.

**iv.** *Protect and enhance the City's attraction to tourists and visitors.*

This purpose will not be furthered by designating the Property as historic because this Property is not a tourist attraction. Instead, redevelopment will further this purpose by promoting mixed uses within Fort Collins that drive foot traffic to surrounding businesses and contribute to the vision set forth in the City Plan, Structure Plan, and Midtown Plan.

**v.** *Promote the use of important historical, archeological, or architectural sites, structures, objects and districts for the education, stimulation and welfare of the people of the City.*

As stated previously, designating this Property as historic will eliminate the use of this Property entirely because all dealerships require a modern and contemporary design that fits their design standards. Therefore, there would be no use of this Property that could educate the people of the City or contribute to their welfare.



**vi.** *Promote good urban design.*

A historic designation would not promote good urban design because it would not allow the City to develop in accordance with the Structure Plan, as analyzed below.

**vii.** *Promote and encourage continued private ownership and utilization of such sites, structures, objects or districts now so owned and used, to the extent that the objectives listed above can be attained under such a policy.*

A historic designation over the objection of the Owner would not encourage continued private ownership and utilization of such sites. Rather, the designation of this site would actively discourage private ownership of potential historic sites and frustrate this purpose.

**viii.** *Promote economic, social, and environmental sustainability through the ongoing survey and inventory, use, maintenance, and rehabilitation of existing buildings.*

For reasons stated above, this purpose would not be fulfilled by the historic designation because the building cannot be maintained as an automobile dealership, and it is not suited for any other use. The original materials used are at the end of their life and were not meant for long term preservation. Each time the Owners conducted an analysis of redevelopment options, the economically viable option was to tear the Property down, rather than to preserve the existing structure. Additionally, the existing building is highly inefficient and uses excess energy. Therefore, preservation of this building would not promote economic, social or environmental sustainability.

**C. Existing Historic Structures Already Honor the Legacy of the Ghents.**

As noted above, the Survey concludes that the contributions made by the Ghents to the City did not rise to a level warranting a historic designation of this site. However, even if they did rise to that level, existing historic resources honor the Ghents' legacy. Dwight Ghent's home at 1612 Sheely Drive and Frank Ghent's home at 638 Whedbee are already landmarked. Therefore, landmarking the Property is not necessary to preserve and recognize the Ghents' legacy in the City.

**D. The Designation Will Not Further Fundamental Property Rights**

The City and the State of Colorado have long recognized the right of a property owner to exercise control over his or her property as a fundamental right. Many provisions in the U.S. Constitution and the Colorado Constitution reflect the right of a private property owner to possess and hold dominion over their own property, and the Code recognizes this long tradition. Therefore, every criterion for historic designation should be viewed through the lens of the property owner's rights. This right includes the right to sell or convey Property. After over twenty years of operating the Property, the Owners have

decided to exercise this right. Imposing a historic designation over the objection of the Owners runs counter to this right.

**E. The Existing Structure Is Inefficient**

The existing structure on the Property is in desperate need of redevelopment. As stated previously, the Owners looked into renovating the existing structure multiple times, and each time the only economically viable option was to tear the building down. Further, the back of the building with the garage doors is highly inefficient because the doors require constant maintenance and have large gaps that increase energy costs.

**F. The Market Does Not Support This Property As An Auto Dealership**

As stated above, this Property is unsuitable for every other auto dealership because it does not conform to the industry standard required by dealerships for design. An inability to continue to use the Property as an automobile dealership contributes to its loss of Integrity.

**G. There Is No Adaptive Use For The Property**

As noted above, the Property is unable to be remodeled to fit a modern car dealership's standard because the standards require all dealerships to be current and contemporary. However, if this Property is remodeled into another use besides a car dealership, then the Property further loses its Integrity and its association with the period of significance identified in the Staff Survey. As noted in the Survey, the Property is an unremarkable example of the mid-century style, so an adaptive reuse to preserve the architectural style would not serve the policies and purposes of historic designation in the City.

**H. Allowing Redevelopment of the Property is Consistent with the Structure Plan and Midtown Plan**

Allowing redevelopment of the Property, as the Owners propose, is consistent with the goals and policies set forth in the Structure Plan. The Structure Plan designates the Property as within "Urban Mixed-Use Districts" and states, "[t]he continued redevelopment and revitalization of established mixed-use districts along existing or planned high-frequency transit corridors will continue to be a priority. The gradual transition of existing, auto-oriented mixed-use districts will be encouraged to help maximize available land and infrastructure, as well as to support other community objectives, such as expanded housing options, improved access to services and a more robust transit system." Therefore, the Structure Plan encourages and prioritizes the redevelopment of properties and development of housing options and services, which is exactly what is proposed by the Owners and developer. The Structure Plan also states, "some existing Urban Mixed-Use Districts may include pockets of lower-intensity auto-oriented uses; however, these areas should be encouraged to transition to a vertical mix of high-density development through infill/redevelopment." Essentially, the Structure Plan is encouraging the

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replacement of the auto-oriented use that currently exists on the Property with the type of development proposed for this Property.

Additionally, redevelopment of the Property is consistent with the Fort Collins Midtown Plan (the "**Midtown Plan**"). The Midtown Plan locates the property within Upper Midtown, which has a "Gardens Theme." The Midtown Plan focuses on higher intensity, mixed use redevelopment, excellence in design, and inviting streetscapes, which is exactly what is proposed by the Owners and developer. The Midtown Plan identifies the intersection of Drake Road and College Avenue as a "key streetscape node" that should seamlessly link College Avenue to the MAX corridor and represent key design themes from the Gardens Theme area. A vacant auto dealership will disrupt this seamless link, while a mixed use redevelopment would help bolster this connection in furtherance of the Midtown Plan. The current state of the Property is inconsistent with both the Structure Plan and the Midtown Plan because both plans provide that this area should transition away from auto uses and move toward a mixed use, high density development, and redevelopment would help to bring the Property into greater alignment with the Structure Plan and Midtown Plan.

#### IV. Conclusion

In conclusion, as evidenced by this Letter, this Property does not satisfy the required criteria for eligibility for historic designation in the Code. Specifically, the Property does not clearly meet the criteria for Significance or Integrity under Section 14-22 of the Code, and there are many reasons why such designation does not further the policies and purposes of the Code or the City as documented in its adopted plans.

Accordingly, we respectfully request that the Historic Preservation Commission find that the Property is ineligible for historic designation under the Code.

Sincerely,



Carolynne C. White

Exhibit A

Colorado Cultural Resource Survey

[See Attached]

Temporary Resource Number:

OAHP1403  
Rev. 9/98

COLORADO CULTURAL RESOURCE SURVEY

# Architectural Inventory Form

Official eligibility determination  
(OAHP use only)

Date \_\_\_\_\_ Initials \_\_\_\_\_

- Determined Eligible- NR
- Determined Not Eligible- NR
- Determined Eligible- SR
- Determined Not Eligible- SR
- Need Data
- Contributes to eligible NR District
- Noncontributing to eligible NR District

## I. IDENTIFICATION

1. Resource number: 5LR.14283
2. Temporary resource number:
3. County: Larimer
4. City: Fort Collins
5. Historic building name: Ghent Motor Company
6. Current building name: 2Mazda of Fort Collins
7. Building address: 2601 S. College Avenue, Fort Collins, CO
8. Owner name and address: Dracol LLC, 5994 S. Holy St., No. 185, Greenwood Village, CO 80111-4221

## II. GEOGRAPHIC INFORMATION

9. P.M. 6 Township 7N Range 69W  
NE ¼ of NE ¼ of NE ¼ of NE ¼ of section 26
10. UTM reference  
Zone 13; 493402\_mE 4489028\_mN
11. USGS quad name: Fort Collins  
Year: 2022 Map scale: 7.5' x 15' Attach photo copy of appropriate map section.
12. Lot(s): 1 Block: \_\_\_\_\_  
Addition: Ghent Annexation \_\_\_\_\_ Year of Addition: 1966
13. Boundary Description and Justification: LOT 1, GHENT, FTC; LESS 96030371; LESS POR TO CITY PER 20150057258.

From previous survey, not currently found: "From the Larimer County Assessor's Office is the following legal land description for Larimer County Parcel No. 9726114001. The commercial building is on the southwest corner of the intersection of South College Avenue and West Drake Road. The property's northern boundary is West Drake, the eastern boundary is South College Avenue, the western boundary is McClelland Drive and the southern boundary is West Thunderbird Drive. Annexed to the city of Fort Collins as the Ghent Annexation in 1966, the boundary description dates from the mid-1960s.

Temporary Resource Number:

### III. Architectural Description

14. Building plan (footprint, shape): Irregular Plan. Three structures were originally found on site. Two are now connected: A) main showroom with an "L" shaped footprint, now connected to the garage area to the west of the showroom with a long rectangle footprint; B) a small garage to the north with rectangular footprint.
15. Dimensions in feet: A: Length 360' x Width 110' B: 59' x Width 29'
16. Number of stories: A: Single B: Single
17. Primary external wall material(s): A: CMU, Stone Veneer, Wood Shingles, Glass B: CMU, Stone Veneer, Glass
18. Roof configuration: A: Gable and Flat Roof B: Gable
19. Primary external roof material: A: Metal and Asphalt/Bitumen B: Metal
20. Special features: Roof with large overhang, exposed glulam rafters, single-glazed, aluminum-framed windows
21. General architectural description: The building is constructed during the mid-century and includes some elements that were popular during the period, but is not an excellent example of the mid-century modern typology. The showroom portion of the building is slightly askew of the compass directions. Project North, South, East, and West will be used for simplicity. The Showroom portion of Building A is an "L" shape, with the long portion of the "L" running East-West, while the short portion of the "L" is set back to the SW. The service bays are located to the west of the showroom, and are built true to the compass directions. Building B, a small garage, is built askew and parallel with the showroom.

#### Building A - Showroom and Service Bays Building

##### East elevation

The East elevation is the facade of the building and is the primary elevation. All portions of Building A appear to have a concrete slab-on-grade foundation. The original building has a showroom on the north side, with a new, red standing seam metal gable roof. There are large, exposed glulam rafters over 12 large single glazed, aluminum framed windows, positioned between the seven steel columns and one horizontal steel beam. The windows span the full height and width of this portion of the elevation. The upper six windows appear to have been removed and replaced by particle board or similar, presumably when a suspended drop ceiling was added to the interior. A large extension of the gable roof has been added at a later date (possibly the same year). The original exposed rafters have metal straps attaching the new rafters to extend the gable approximately 20 feet to steel support columns located to the east of the main facade. The material in the eave of the large overhang appears to match other eaves on the showroom portion of the building. Two signs are hung on the steel supports at the east, facing the street. One sign says "Mazda" and the other says "2 Mazda". Site lighting is attached to the roof, and bird netting is stretched along the horizontal beam to the roof. Red metal downspouts are located at the NE corner, the SE corner, and at the connection of the two volumes.

The south portion of the elevation contains the original office space, set back from the north portion of the showroom. The exterior is concrete masonry units (CMU) covered with original stone veneer on the lower portion of the elevation, and original shingle siding in the gable portion, with two large vents flanking the apex of

Temporary Resource Number:

the gable. A “garden” of river rock stretches the length of this portion of the building. All original junipers are missing. To the south of the showroom/office is a raised concrete loading dock with surrounding chain link fence.

#### North elevation

The North elevation is the secondary elevation, as it is street facing. The showroom portion of the building is approximately one quarter of the North elevation, while the service area is approximately three quarters of the elevation. This elevation of the showroom has nine large single-glazed, aluminum-framed glass windows that span the space between steel columns and the steel horizontal beam, with the tenth bay containing an aluminum door, and a smaller side window that is hinged. When both are open, there is space to allow cars into the showroom. To the west of the door, the wall changes material to CMU with the original stone veneer, punctuated in the center by four floor-to-ceiling window bays with eight single-glazed, aluminum-framed windows. A small “garden” of river rock stretches the length of the CMU portion of the elevation. All the original junipers are missing. Site lighting is located under the eaves along the length of the showroom. Three red metal downspouts are located at the NE corner, to the west of the door, and at the NW corner of the showroom.

The service area entrance is located to the west of the show room. It has a flat roof, and appears to be a mix of steel, aluminum and glass, with a door that forms the outer entrance to an airlock entry. A concrete sidewalk leads to the door, with a bench centrally located along the wall of the showroom. A concrete pad stretches to the west in a semi-circle from the sidewalk to the wall of the service department. To the west of the entrance is the main volume of the service department, built of CMU covered with a concrete render, under a flat roof with small eaves supported by small brackets. Directly adjacent to the entrance is an area that appears to be infill of an original opening, with three windows that do not appear to match the other windows in the building. Above the windows is the “Service Parts” sign. To the west are eight bays, all with new garage doors. An “Express Lube Plus” sign is above the last two bays. To the west, the volume increases in height by approximately three feet. This portion of the building has a flat roof, three bays with one original garage door and two new doors. The “Ken Graff” sign is above the two west bays. In the area that would appear to be the fourth bay, a door and window create the entrance to the “collision center”, with a sign reading “Body and Paint” located above the door. To the west of the “Body and Paint” volume, the roof drops back down to match the section to the east. This portion has four bays with one original garage door. The “Collision Center” sign is over the east bays. The final volume to west is a small storage shed that may have been added later than the date of construction. The entire service area shows cracks throughout the elevation indicating issues with settlement, wear and tear, and possible issues with deflection. Site lighting is located along entire elevation, both at the roof and under the eaves.

#### West elevation

The West elevation of the service area is located to the south of center of the West elevation of the showroom. The north portion the West elevation is the west wall of the showroom, built of exposed CMU with a gable roof, deep overhang, and exposed glulam rafters. There is a vent to the south of the center point of the gable, site lighting is mounted to the wall, and the red key drop box is mounted on the wall near the door to the service department. A bench is located slightly north of center. The service center entrance has a glass wall on the west

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side. The west elevation of the service center is exposed CMU, with two CMU storage sheds, both with shed roofs. Between the two sheds are the gas meter and a service pipe. The south portion of the West elevation extends beyond the service department, and is made of exposed CMU with an eave, rafters and gable that match the north portion. Two vents are located in the wall, and there is a small wall-mounted sconce. A loading dock extends to the south of the showroom with a chain link fence. Bird netting runs along west gable and the service entrance roof.

#### South elevation

The South elevation of the Service area mirrors the North elevation, with the same number of bays, and roof changes at the same locations, but without signage (Please see the description of the "North Elevation" above). The south wall of the service entrance has a glass and aluminum door, and six single-glazed, aluminum-framed windows that reach from floor to ceiling. A small window is located above the door. A concrete pad and picnic table are located outside the door.

The South elevation of the showroom is exposed CMU with eaves that match the North elevation. Near the Service entrance is a small, three-sided bay window, with an operable single-hung central window. All windows appear to be single-glazed, aluminum-framed. Beneath the windows are wood shingles. A small light fixture is located above the windows. The roof line above and to the SW corner of the showroom roof is damaged, possibly from a large truck or semi-trailer running into it. An electrical meter is mounted on the wall near the bay window, along with an empty metal box that might have housed an outlet or similar. A sidewalk extends from a concrete pad to just to the east of the bay window. Two dumpsters are located between the bay window and the loading dock. To the west of the loading dock is a small set of concrete stairs with a metal pipe rail that leads to a steel metal door. The loading dock leads to a steel roll up door, which is surrounded by a chain link fence with barbed wire at the top. A large flood light is located over the steel door. A red drain pipe is located at the SE corner of this portion of the showroom office. The east portion of show room steps back to the north, and mirrors the North elevation configuration, but with four bays of seven windows between steel columns. There is a door and hinged glass that open to allow cars into the showroom, similar to the door on the North elevation, where the eighth window would be located. There are red metal downspouts at the junction of the glass wall and the East elevation, and another at the SE corner of the showroom.

#### **Building B - Small Garage**

##### East elevation

The East elevation is the primary elevation. It has a gable roof that is shorter on the south side than the north, giving it an asymmetrical appearance. There is a large overhang with exposed glulam rafters and a red standing seam metal roof, items that match the showroom. The south portion of the elevation is CMU with stone veneer, and the north portion has three bays of windows between three steel columns, with five single-glazed, aluminum-framed windows, and one bay with a door and a window to the north side. The whole garage appears to be on a concrete slab on grade. There is a small river rock "garden" missing all plantings along the stone veneer portion of the elevation. A red metal downspout is located at the NE corner. The foundation has problems, and the fascia boards are deteriorating. The asphalt outside the front door is deteriorating due to drainage issues. Concrete stairs are located to the north of the front door, but are cracked and deteriorating.



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#### North elevation

The east portion of North elevation is six large single-glaze, aluminum frame windows, with a steel column in the center. To the west is CMU with stone veneer. A river rock "garden" with bushes runs the length of the elevation. Site lighting is located under the eaves for the length of the elevation. Red metal downspouts are located at the NE and NW corners. A speaker is located at upper NW corner.

#### West elevation

The West elevation is made of CMU with two garage doors centered on the wall. Both appear to match the new garage doors found at the service center. There is a pipe at the SW corner that appears to be for electrical conduit or similar. A red metal downspout is at the SW corner.

#### South elevation

The South elevation varies at grade, with the west end lower than at the east, with an approximate difference of 16" from corner to corner. The elevation is all exposed CMU. A steel door is located at the west end. A river rock "garden" runs along the elevation from the steel door to the SE corner where it runs into the garden on the east elevation. Just to the east of center is a condenser with two concrete posts. Above it is a vent and pipes with what appears to be electrical conduit leading to an orange box. A red metal downspout is located at the SE corner. Lights are located under the eaves.

22. Architectural style/building type: Mid-century - style of the period of construction
23. Landscaping or special setting features: Landscaping within the property includes "gardens" of river rock and junipers, located in front of the East elevation of the main showroom, with a concrete brick retaining wall, flanking the central concrete stairs with metal pipe rail, a mature ash tree to the south of the stairs, and a flagpole to the north. Additional "gardens" are located to the north of Building B, with unidentified shrubs. Small concrete stairs with metal pipe rail are located to the NE of Building B, flanked by river rock "gardens". Landscape plans from 1992 show additional "gardens" that no longer exist, or are missing the original junipers. Throughout the site there are large poles with flood lights. There is a bench in front of the East elevation overhang.
24. Associated buildings, features, or objects: small stone stairs with "WADRAGE" carved into the bottom stair - reportedly steps for the stagecoach, but unverified.

#### IV. ARCHITECTURAL HISTORY

25. Date of Construction: Estimate: \_\_\_\_\_ Actual: 1966  
Source of information: City of Fort Collins documents, Larimer County Assessors records
26. Architect: Moore, Combs, and Burch  
Source of information: City of Fort Collins documents
27. Builder/Contractor: Reid Burton Construction

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Source of information: from previous survey ““New Ghent Motors Garage Set for August Opening.” *Coloradoan*, February 27, 1966.”

28. Original owner: Frank Ghent

Source of information: City of Fort Collins documents, Larimer County Assessors records

29. Construction history (include description and dates of major additions, alterations, or demolitions): Construction of the showroom, service area, and secondary garage was completed in September, 1966; A large overhang on the east elevation was added, perhaps in October, 1966 (unverified); the connection between the showroom and the service area was enclosed (unknown date); a car wash was added (1976); and gas station added (unknown date). Both the car wash and gas station were removed (unknown date). Various site features changed over time, such as the addition of a chain link fence at the west end of the property, and various small garden areas lost plant materials.

30. Original location  X  Moved      Date of move(s):

#### V. HISTORICAL ASSOCIATIONS

31. Original use(s): Ford Car Dealership, including showroom, service department, and small garage.

32. Intermediate use(s): Car Dealership - various car types

33. Current use(s): Mazda Car Dealership

34. Site type(s): Commerce - Car Dealership

35. Historical background:

Previous to becoming the Ghent Car Dealership, the SW corner of Drake Road and South Collage Ave was a farm owned by W.A. Drake. The Drake family had a long history of both farming and politics in Larimer County, but nothing particularly significant at the crossroads of Drake Rd. and S. College Ave. This area was annexed into the City of Fort Collins in 1964, and Frank Ghent purchased four acres to move the Ford Cars Dealership from its location of 52 years at 205 North College. Final construction was completed with a grand opening in the fall of 1966. Frank’s sons, Dwight and Eldon Ghent, show ownership in the dealership in 1946 and 1955, to became co-owners with their father of the Ghent dealership. In 2012 Dracol LLC purchased the property, and is the current owner.

Frank Ghent was born in 1894 in Lancaster, South Carolina. He was married to Vera Nunnemaker in 1919, in Boulder, Colorado after his release from the US Navy. The couple moved to Fort Collins in 1922, and Frank Ghent purchased a Ford dealership in 1940, with Leo Chol as a partner. The dealership was located at 205 North College Ave., where Frank continued sales with several different partners until his sons took over the business. Frank participated in various community activities with his church, the rotary club, the gun club, the City Water Board, and the Highway 287 association. Frank Ghent died in 1985, followed by his wife in 1990. Eldon Ghent died in 2013, and Dwight Ghent followed in 2020.

Transportation via car changed urban planning in the US, steering away from trollies, trains and the horse and buggy. Post WWII development allowed for the development of suburbia, with individual families often owning one or more cars. Security and affluence in post-war America were often symbolized by the home and the car, two of the most

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costly investments for a family. Movement across America shifted to family vacations from the car, trekking across the newly developed interstate motorways. Car dealerships, often directly associated with the manufacturing plants in Detroit, were typically highly visible places of commerce in the community that represented a multifaceted, highly successful, nationally based retail entity. While dealerships do not have a recognized architectural typology, they were often regulated by the industry, requiring showrooms to have specific standards, which continues to this day. The regulated styles were developed to entice commerce, and increase sales, while service departments were developed to address maintenance issues and mitigate complaints. The Ghent dealership was designed with "the help of Ford Motor Company and the best of the features of the many buildings visited, the new showroom, offices and service facilities were planned".<sup>1</sup> The Ghent Motor Dealership is an example of a common dealership found across the US of the period, with significant influence by the motor industry on the style and design, as is typical for all auto dealerships, currently and of the period of the 1966 Ghent dealership.

### 36. Sources of information:

1. Unknown. "New, Ultra-modern Ghent Motor Company Building Represents an Optimistic Investment in the Future Fort Collins." *The Fort Collins Coloradoan*, (1966): 29. Accessed March 16, 2024. <https://coloradoan.newspapers.com/image/588639157>.
2. Unknown. "Announcing Frank Ghent and Leo Chol." *Fort Collins The Coloradoan*, no. September 4 (1934): 10. Accessed March 16, 2024. <http://coloradoan.newspapers.com/images/588388593>.
3. Unknown. "Council OKs Annexation Water Rule." *Fort Collins The Coloradoan*, no. November 26 (1964): 10. Accessed March 16, 2024. <http://coloradoan.newspapers.com/images/588388593>.
4. Vera Edith Ghent. 1990. Jpeg. <https://lccsco.org/Obits/Ghenve90.jpg>, December 6, 1990.
5. Ewing, Betsy. "Making Bricks at the Fort Collins Brick Factory." *Fort Collins History Connection*, no. July 10 (1997). Accessed March 4, 2024. <https://fchc.contentdm.oclc.org/digital/search/advan>.
6. Copeland, Robert. "Kay Horn Ghent." Find a Grave. Find a Grave, February 28, 2014. <https://www.findagrave.com/memorial/124805182/kay-ghent>.
7. Copeland, Robert. "Eldon Frank Ghent." Find a Grave. Find a Grave, February 8, 2013. [https://www.findagrave.com/memorial/124805050/eldon\\_frank\\_ghent](https://www.findagrave.com/memorial/124805050/eldon_frank_ghent).
8. "Dwight Ghent." *EDSEL Quarterly - Fort Collins, CO* January 23, (2020). Accessed March 14, 2024.
9. "Dwight L. Ghent." *The Fort Collins Coloradoan* (Fort Collins), January 20, 2020. <https://www.coloradoan.com/obituaries/fcc030562>.
10. By SPECIAL TO THE DENVER POST. "Greeley Dealer Bob Ghent Earns Prestigious Nomination." *The Denver Post* (Denver), October 25, 2013. <https://www.denverpost.com/2013/10/25/greeley-dealer-bob-ghent-earns-prestigious-nomination/>.
11. Kline, Richard. 2019. *The Evolution of Local Dealerships: The Backbone of the U.S. Automobile Industry*. On-line: MSL Academic Endeavors. <https://doi.org/ISBN-13:978-1-936323-73-9>.

## VI. SIGNIFICANCE

37. Local landmark designation: Yes \_\_\_\_\_ No X Date of designation: \_\_\_\_\_

<sup>1</sup> Unknown. "New, Ultra-modern Ghent Motor Company Building Represents an Optimistic Investment in the Future Fort Collins." *The Fort Collins Coloradoan*, (1966): 29. Accessed March 16, 2024. <https://coloradoan.newspapers.com/image/588639157>.

Designating authority:

38. Applicable National or Local Register Criteria:

- A. Associated with events that have made a significant contribution to the broad pattern of our history;
- B. Associated with the lives of persons significant in our past;
- C. Embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or that possess high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or
- D. Has yielded, or may be likely to yield, information important in history or prehistory.
- Qualifies under Criteria Considerations A through G (see Manual)
- Does not meet any of the above National or Local Register criteria

39. Area(s) of significance: N/A

40. Period of significance: 1966

41. Level of significance: National \_\_\_ State \_\_\_ Local \_\_\_\_\_ N/A

42. Statement of significance:

5LR.14283 the Ghent Dealership is not significant at the National, State or Local levels. While the period of construction is over 50 years of age, it does not meet any of the criteria needed for designation.

**Criteria A**, Events that have made a contribution to the broad pattern of history:

The development of Fort Collins expanded after WWII, and the car was the main source of transportation considered in urban planning and development; however, it is extremely rare for a car dealership to individually contribute significantly to urban development. For this reason, car dealerships across the US are rarely designated at any level. Those dealerships that are designated are typically directly related to the major car companies in Detroit. Criteria A does not apply.

**Criteria B**. Associated with the lives of persons significant in our past:

While research of the Ghent family shows a loving family with many relatives in car sales, the Ghents related to 5LR.14283 did not show any specific contributions to the Fort Collins community that warrants landmarking this site. Frank, Dwight and Eldon Ghent did well with their dealerships, but the best years in sales were not associated with this location. The locations that were associated with their best years in sales were not deemed to be eligible for designation due to individuals of importance associated with them, therefore importance cannot be indicated for this site. While the Ghents might be associated with the business community, particularly Dwight who participated in many clubs, it was not enough to warrant the significance that landmarking requires, and it was not related to the car dealership or the site. Fort Collins has members of the community that qualify for Criteria B; however, the Ghents who are associated with 5LR.14283, Frank, Dwight, and Eldon, are not among the ranks of those who qualify. Criteria B does not apply.

Temporary Resource Number:

**Criteria C.** Embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or that possess high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction:

The architectural style of the 5LR.14283, constructed in 1966, can be called mid-century, as can nearly all buildings constructed during the 1960s. The Ghent dealership shows elements that are of the style of the period, such as a single story, gable roof with exposed rafters, and large areas of glass seen on Building A, the showroom's exterior walls, and echoed at the smaller garage. However, this does not represent the work of a master, nor high artistic value, nor a distinguishable entity. While there are specific elements that represent the style of the period, the design and details are very common, and is in no way remarkable for the period. On a scale of 1-10 for mid-century design value, 10 being the highest, this example is 1-1.5. Research on Moore, Combs, and Burch, the architectural firm that designed the original buildings on the property, shows no buildings listed on the state or local registers designed by the firm. The architects are not listed individually, or as a firm, as important architects of the mid-century period or otherwise, in the History Colorado archives. Criteria C does not apply.

**Criteria D.** Has yielded, or may be likely to yield, information important in history or prehistory:

This category is typically used for archeological sites, and does not apply to 5LR.14283. Any aspect related to this category would not be related to the dealership. Criteria D does not apply.

43. Assessment of historic physical integrity related to significance:

Multiple elements of the site and structure have changed over time. These include the changes in the roof materials; an extension of the roof overhang on the east elevation; the loss of the upper windows on the east elevation; the enclosure of the connection between the showroom and service area; a change in the door at the body shop at west end of the service area; the replacement of the majority of garage doors; the loss of landscaping; the addition of fencing; and the loss of the car wash and gas station. Many elements show significant deterioration, indicating the end-of-life cycle, as the original materials were inexpensive and made to be replaced often. Site issues include deterioration of drainage and surfaces requiring the removal of asphalt for regrading, and repair of foundations. The site and original materials can no longer be used as a car dealership, as modern dealerships require remodeling that would change all aspects to be current and contemporary. That the site cannot be used as a car dealership in its current form is a further loss of integrity.

**VII. NATIONAL AND LOCAL REGISTER ELIGIBILITY ASSESSMENT**

44. National Register eligibility field assessment:

Eligible \_\_\_ Not Eligible X Need Data \_\_\_

Local Fort Collins eligibility field assessment:

Eligible \_\_\_ Not Eligible X Need Data \_\_\_

45. Is there National or Local Register district potential? Yes \_\_\_ No X

Temporary Resource Number:

Discuss: Although there are several blocks with additional car dealerships, all have kept up to date with dealership requirements for modifications, thus losing any correlation to the mid-century period of significance. All other existing buildings from the period of significance are widely dispersed, do not have the concentration needed for a historic district, and are not related to the car industry. The area has lost significant integrity for the mid-century period and does not qualify for a national or local historic district.

- 46. If there is National Register district potential, is this building: Contributing \_\_\_ Noncontributing \_\_\_\_\_  
 If the building is in existing National Register district, is it: Contributing \_\_\_ Noncontributing \_\_\_\_\_

**VIII. RECORDING INFORMATION**

- 47. Photograph numbers: see appendix, images 1-111  
 Negatives filed at: City of Fort Collins
- 48. Report title: 2601 S College Ave, Fort Collins, CO
- 49. Date(s): April 2024
- 50. Recorder(s): Natalie Feinberg Lopez
- 51. Organization: Built Environment Evolution
- 52. Address: PO Box 9464, Aspen, CO 81612
- 53. Phone number(s): 303-562-5872

NOTE: Please include a sketch map, a photocopy of the USGS quad map indicating resource location, and photographs.

History Colorado - Office of Archaeology & Historic Preservation  
1200 Broadway, Denver, CO 80203 (303) 866-3395

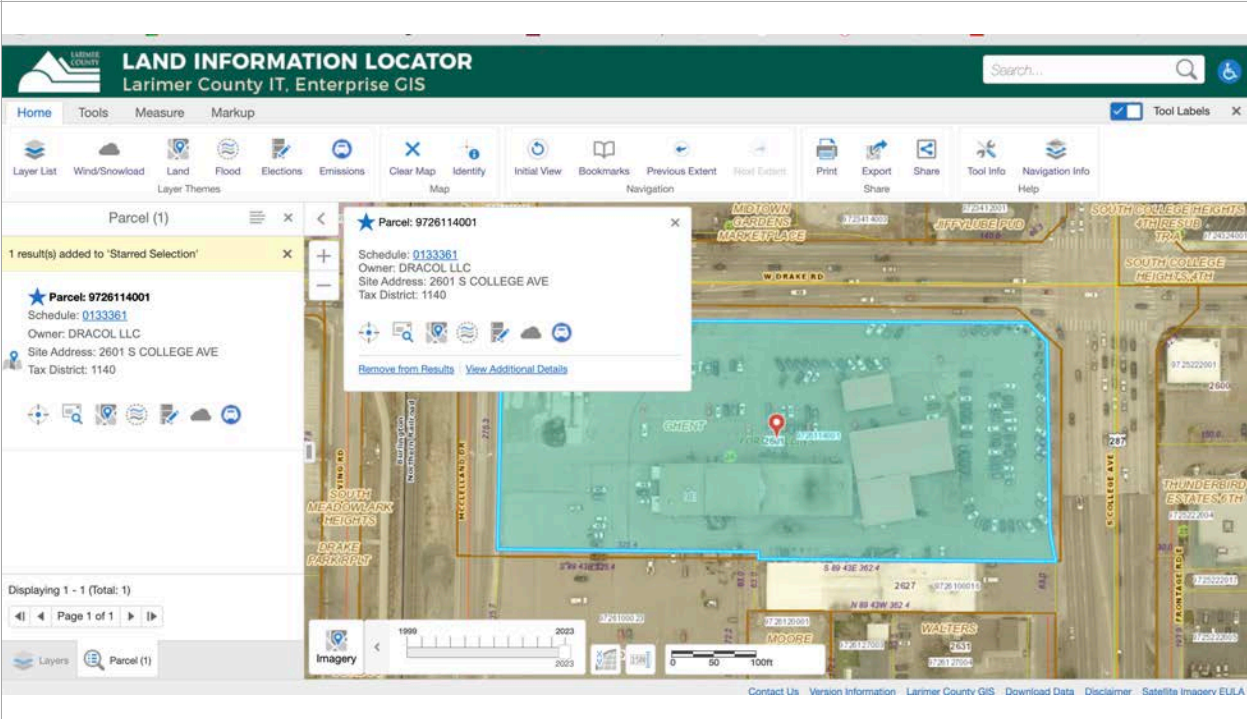
APPENDIX  
for  
2601 South College Ave  
Fort Collins, CO



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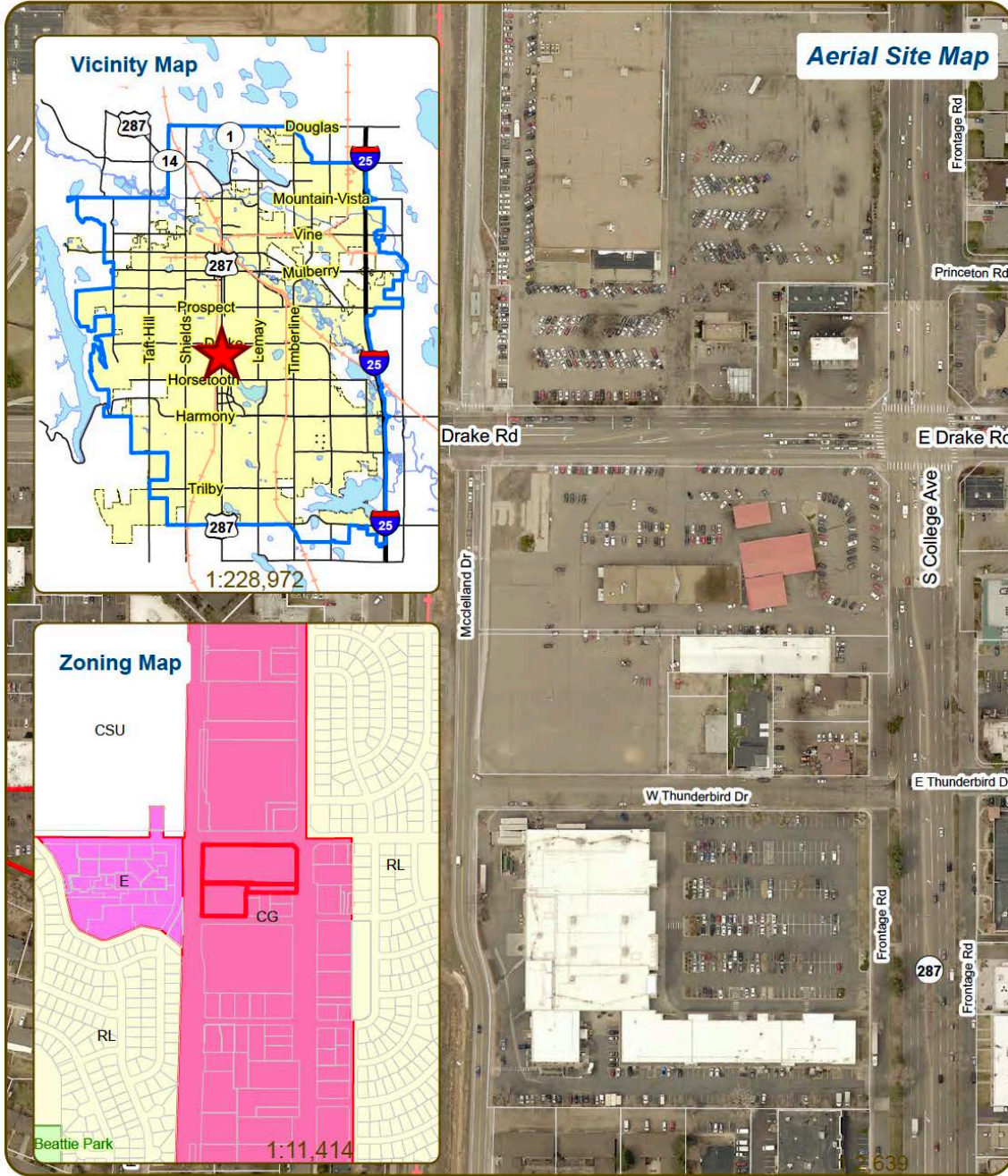
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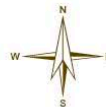


1. Map of 2601 South College Ave, Fort Collins, CO. Image courtesy of the Larimer County Assessor, 2024

# Multi-family and Commercial at 2601 S College Residential and Commercial Development



These map products and all underlying data are developed for use by the City of Fort Collins for its internal purposes only, and were not designed or intended for general use by members of the public. The City makes no representation or warranty as to its accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement of location of any map features thereon. THE CITY OF FORT COLLINS MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA. Any users of these map products, map applications, or data, accept same AS IS, WITH ALL FAULTS, and assumes all responsibility of the use thereof, and further covenants and agrees to hold the City harmless from and against all damage, loss, or liability arising from any use of this map product. In consideration of the City's having made this information available, independent verification of all data contained herein should be obtained by any users of these products, or underlying data. The City disclaims, and shall not be held liable for any and all damage, loss, or liability, whether direct, indirect, or consequential, which arises or may arise from these map products or the use thereof by any person or entity.



2. Map of 2601 South College Ave, Fort Collins, CO. Image courtesy of the City of Fort Collins, 2024

# DOCUMENTATION

## BUILDING A

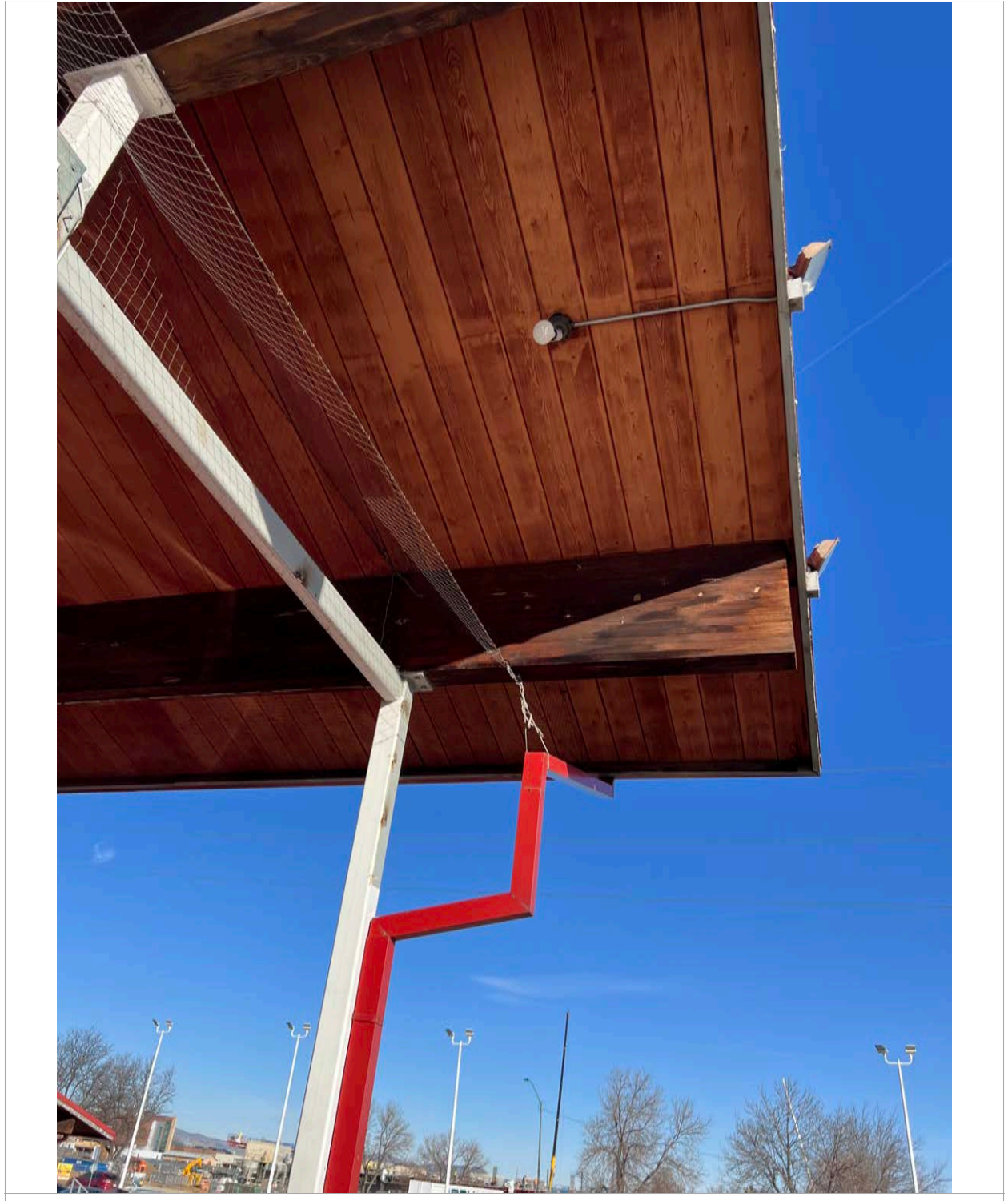
### EAST



3. East Elevation - Total elevation. Image courtesy of BEE. 2024



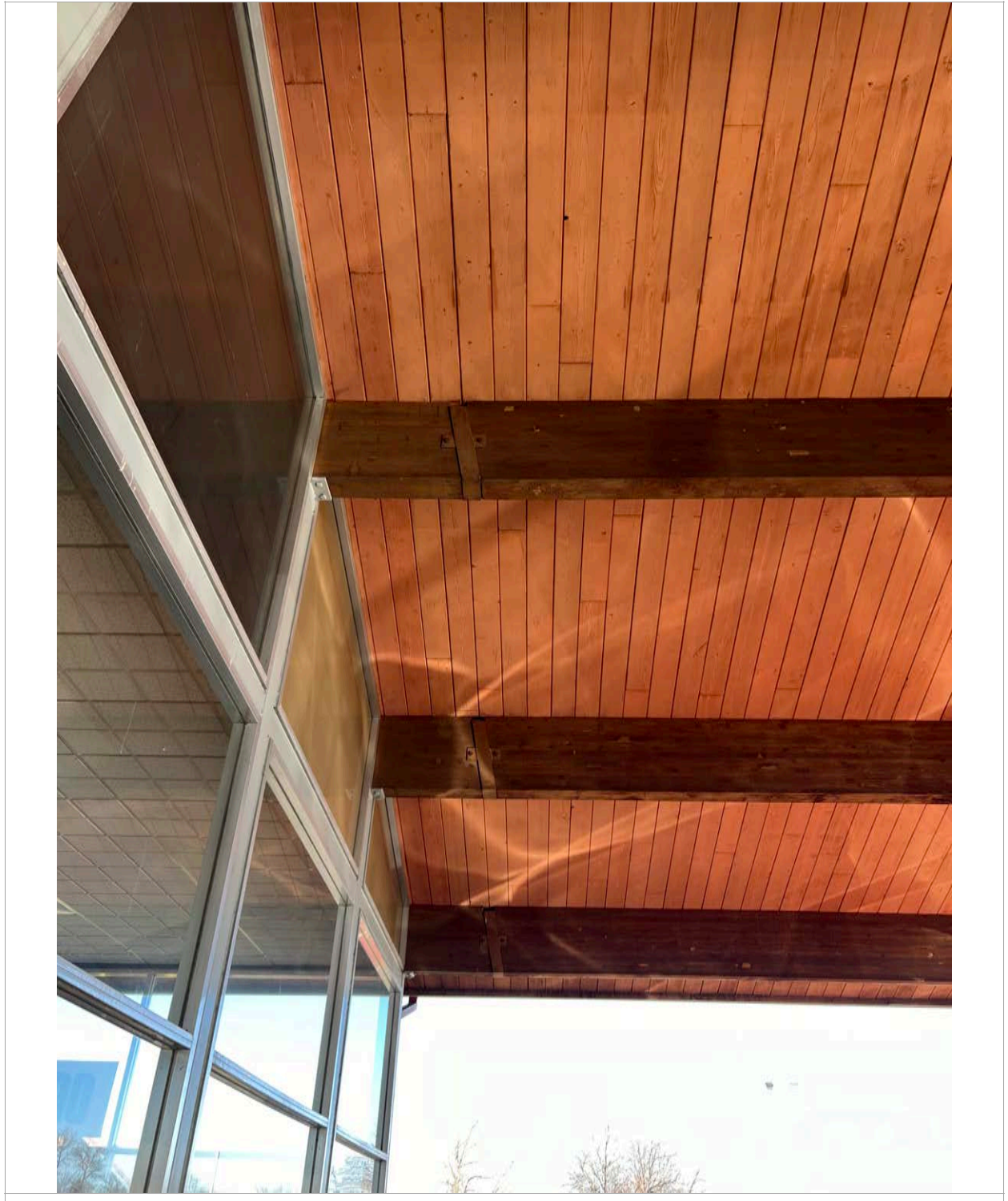
4. East Elevation - North end. Image courtesy of BEE. 2024



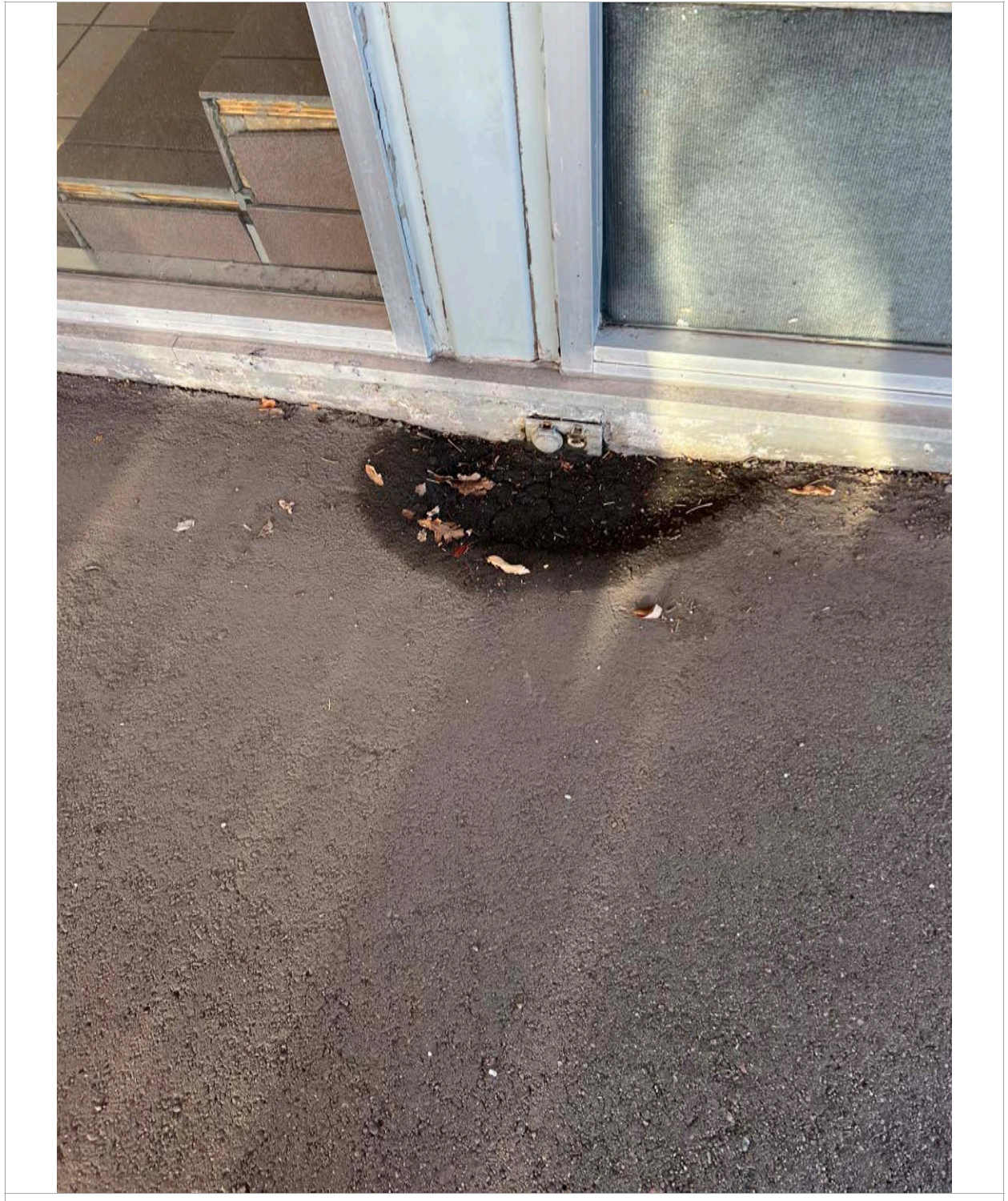
5. East Elevation - NE corner, underside of eaves, exposed rafter, steel structure, gutter. Image courtesy of BEE. 2024



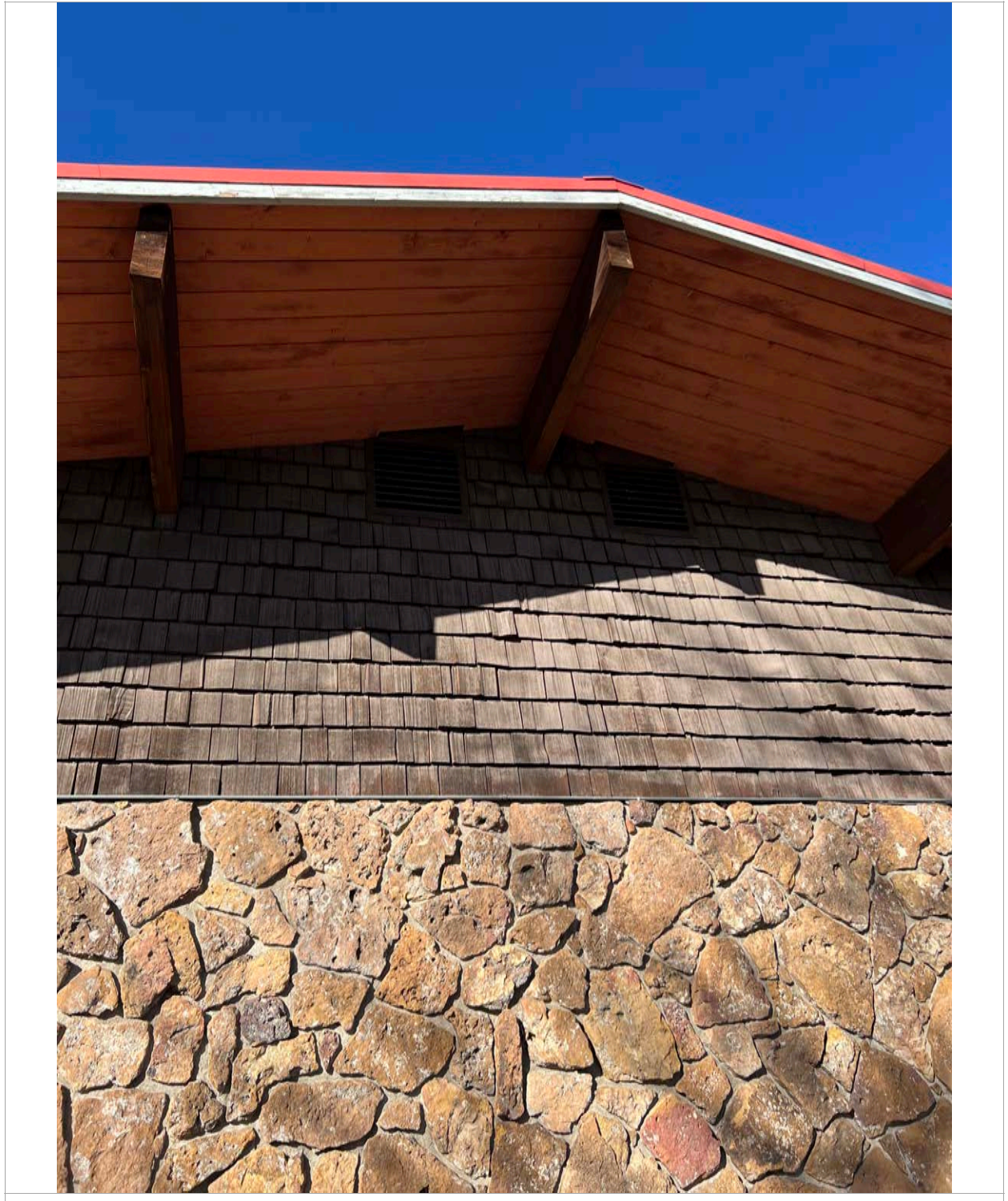
6. East Elevation - windows showing change in materials from installations of suspended drop ceiling on the interior. The original glass is missing, and the new material constitutes an intrusion. Image courtesy of BEE. 2024.



7. East Elevation - metal straps connecting exposed beams from original structure and extension of eaves. Image courtesy of BEE. 2024.



8. East Elevation - signs of drainage issues at the base of one of the steel columns. Image courtesy of BEE. 2024.



9. East Elevation - South portion, with stone veneer, shingles, exposed rafters and red metal roof trim over fascia. Image courtesy of BEE. 2024.





10. East Elevation - Image of connection of aluminum frame, single glaze window with stone veneer. Image courtesy of BEE. 2024.

NORTH



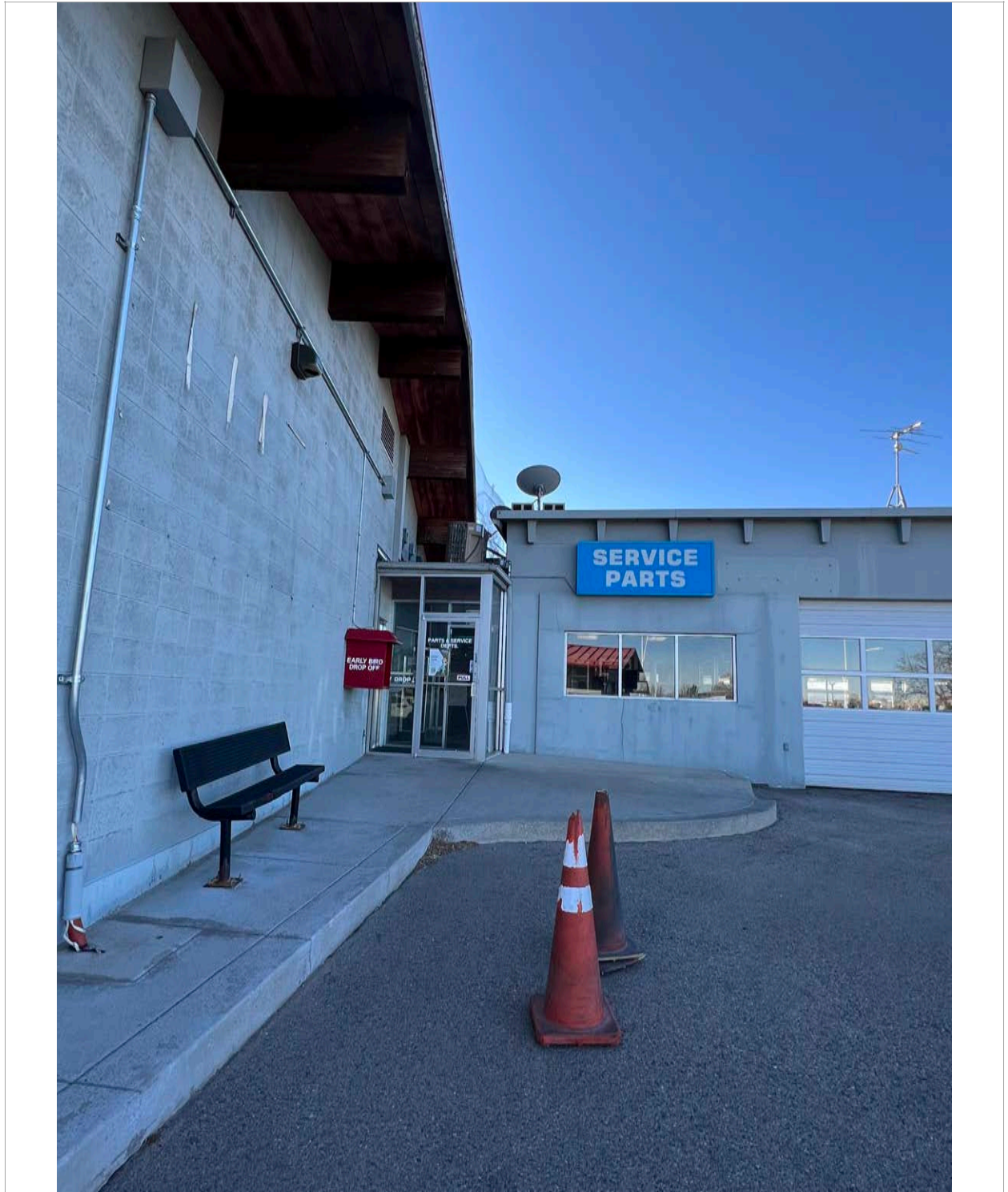
11. North Elevation - NE Corner of showroom. Image courtesy of BEE. 2024.



12. North Elevation - of showroom. Note door with hinged window to allow cars into the showroom, located in the middle of the photo frame. Image courtesy of BEE. 2024.



13. North Elevation - to NW Corner of showroom. Image courtesy of BEE. 2024.



14. North Elevation - airlock entry of the service center, the customer service office, and the first of the bay doors. Image courtesy of BEE. 2024.



15. North Elevation - Service center, bays 1-2. Image courtesy of BEE. 2024.



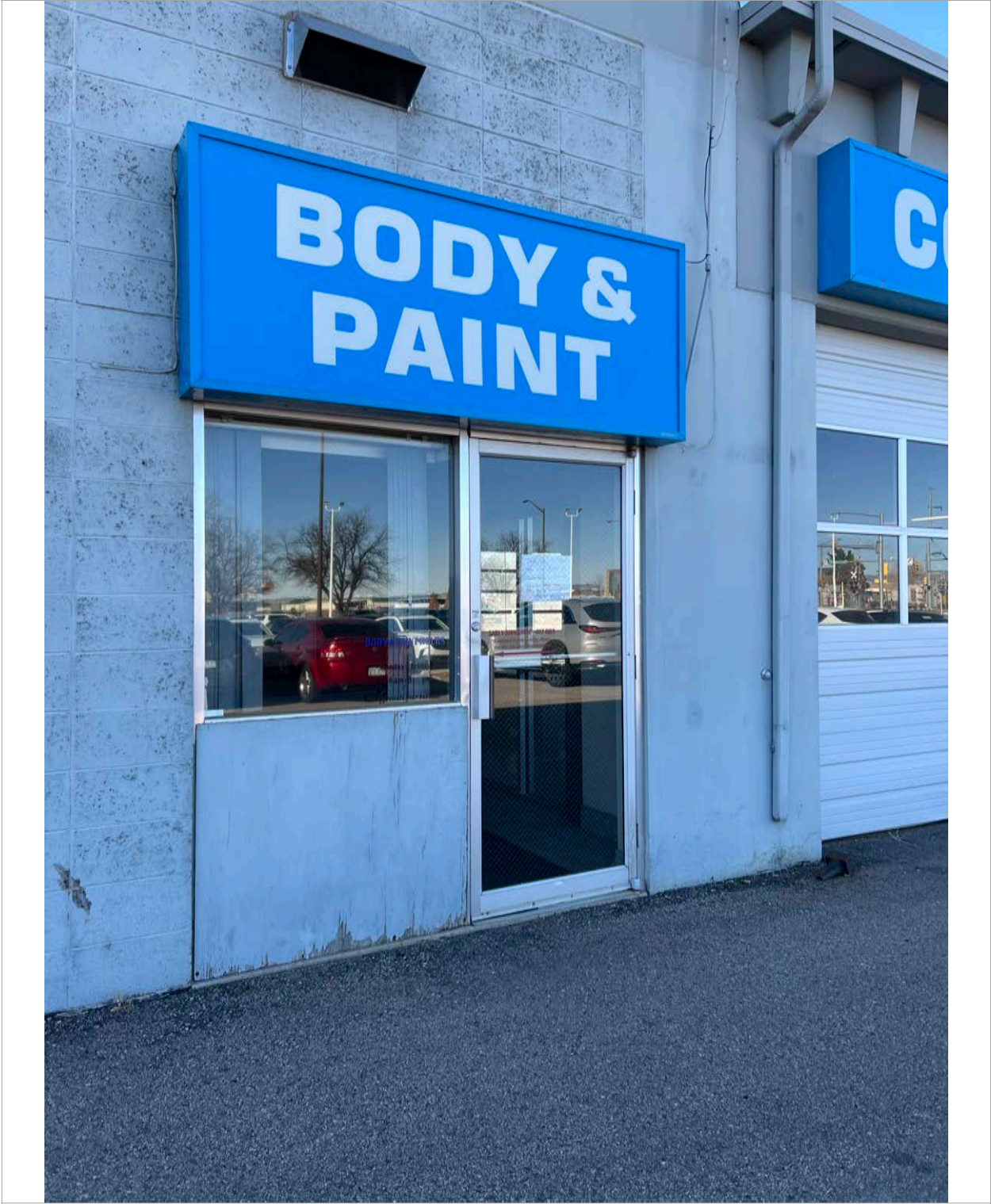
16. North Elevation - Service center, bays 3-6. Image courtesy of BEE. 2024.



17. North Elevation - Service center, bays 5-8. Image courtesy of BEE. 2024.



18. North Elevation - Service center, bays 9-11. Note the garage doors on bays 9 and 13 are original, all others have been replaced. Image courtesy of BEE. 2024.



19. North Elevation - Service center, door of the Body & Paint center. Image courtesy of BEE. 2024.





20. North Elevation - Service center, bays 12 and 13. Note the door on bay 13 is original. Image courtesy of BEE. 2024.



21. North Elevation - Shed addition at the back of the service center.. Image courtesy of BEE. 2024.



22. North Elevation - Service center, column between bays 2-3. Note the numerous cracks, typical of the columns on both the North and South elevations. Image courtesy of BEE. 2024.

WEST



23. West Elevation - Back wall of the Showroom. Image courtesy of BEE. 2024.



24. West Elevation - NW corner of the Showroom. Image courtesy of BEE. 2024.



25. West Elevation - Back wall of the Service Center. Image courtesy of BEE. 2024.



26. West Elevation - Back wall of the Showroom, south portion of elevation. Image courtesy of BEE. 2024.



27. West Elevation - Back wall of the Showroom. Note netting at the eaves. Image courtesy of BEE. 2024.

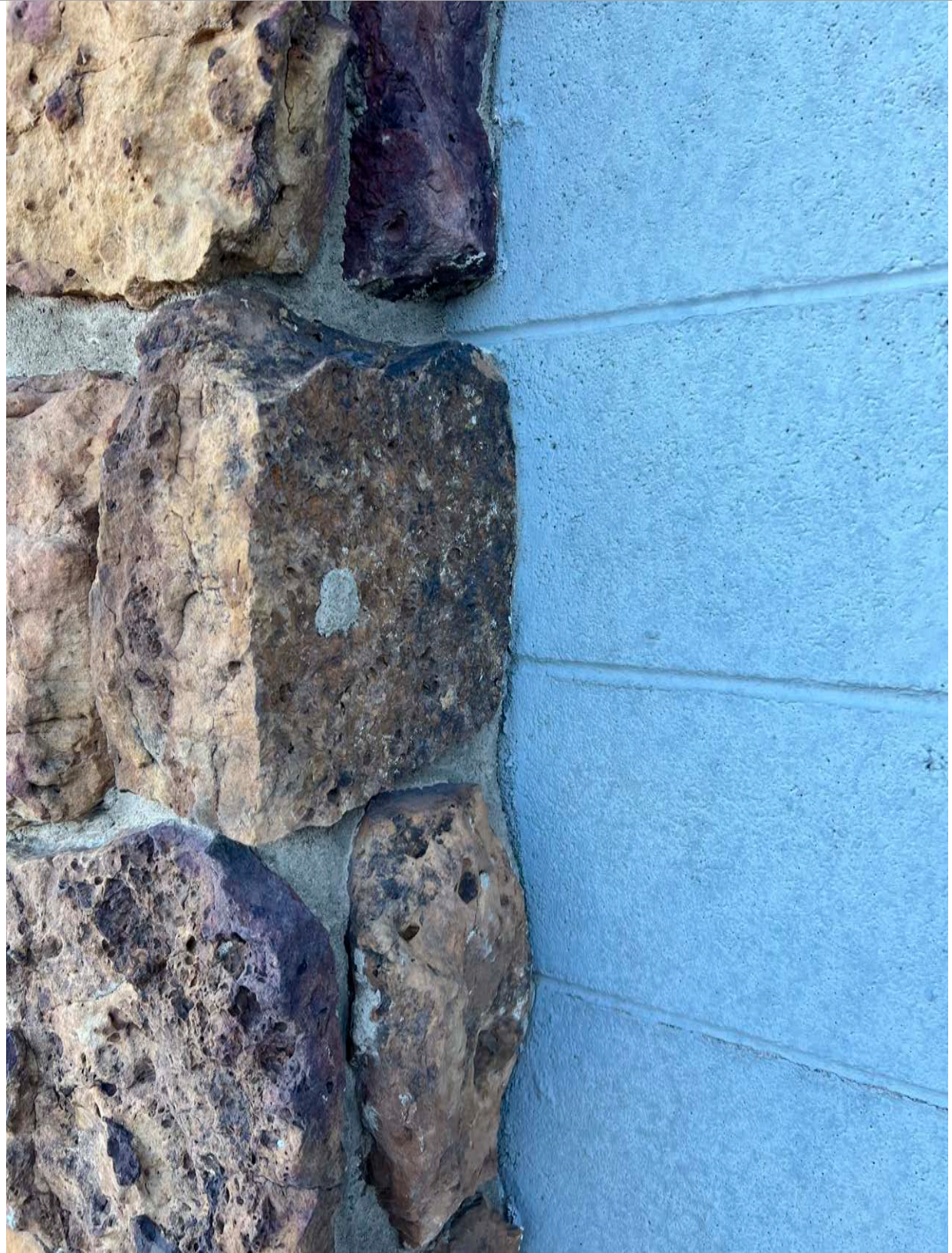


28. West Elevation - Back wall of the Showroom, south portion, detail. Image courtesy of BEE. 2024.





29. West Elevation - Detail at west, between storage sheds with gas meter. Image courtesy of BEE. 2024.



30. West elevation - Detail of stone veneer over CMU. Image courtesy of BEE. 2024.



31. West elevation - Detail of key drop. Image courtesy of BEE. 2024.

SOUTH



32. South Elevation - Service center, bays 7-15. Image courtesy of BEE. 2024.



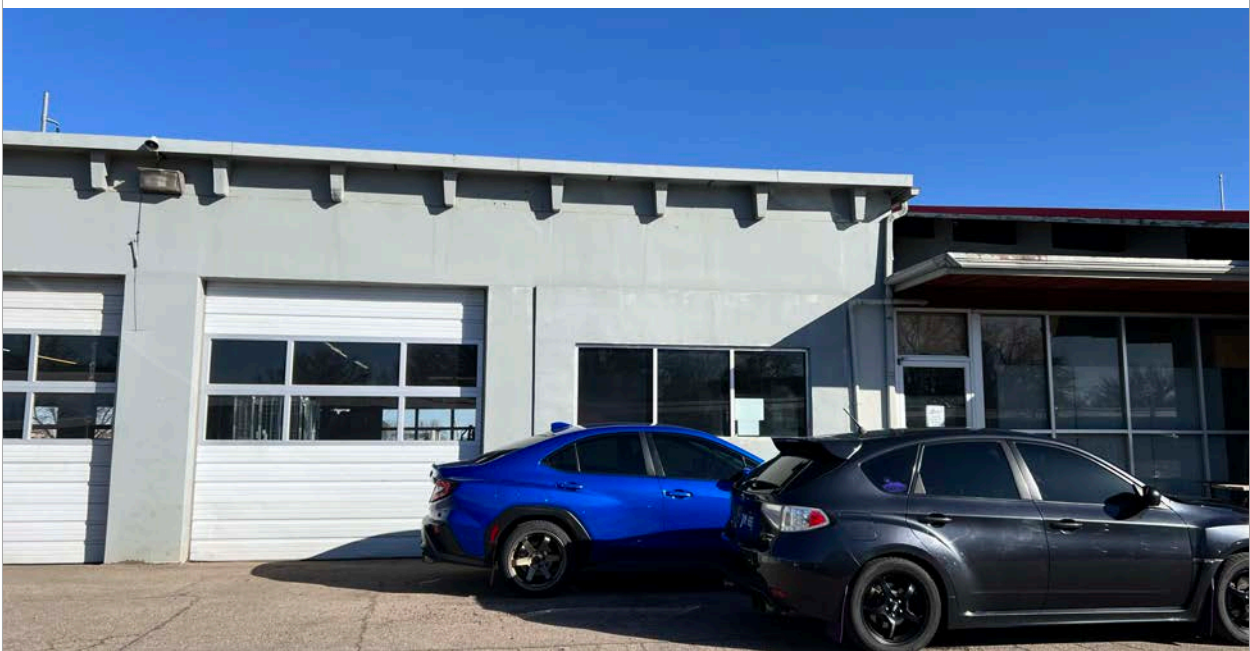
33. South Elevation - Service center, bays 5-11. Note more of the original garage doors on this elevation. Image courtesy of BEE. 2024.



34. South Elevation - Service center, bays 3-7. Image courtesy of BEE. 2024.



35. South Elevation - Service center, bays 1-5. Image courtesy of BEE. 2024.



36. South Elevation - Service center, bays 1-2, and staff area and entrance to the Service center. Image courtesy of BEE. 2024.



37. South Elevation - Service center, staff area and entrance to the Service center. Image courtesy of BEE. 2024.



38. South Elevation - Showroom, "Bay window" that appears to have served as a drive-thru window. Image courtesy of BEE. 2024.



39. South Elevation - Showroom, dumpsters, door at stairs, and loading dock with roll-up door. Image courtesy of BEE. 2024.





40. South Elevation - Showroom, SE corner of office portion. Showroom windows on photo right. Image courtesy of BEE. 2024.



41. South Elevation - Detail of damage at roofline. Image courtesy of BEE. 2024.



42. South Elevation - Detail of the door and hinged window that open to allow cars into the showroom. Image courtesy of BEE. 2024.

**BUILDING B**

**EAST**



43. East Elevation - Entrance and office area of the small garage. Image courtesy of BEE. 2024.

**NORTH**



44. North Elevation - Entrance and office area of the small garage on photo left, service area at photo right. Image courtesy of BEE. 2024.



45. North Elevation - detail of "garden" area. Image courtesy of BEE. 2024.

WEST

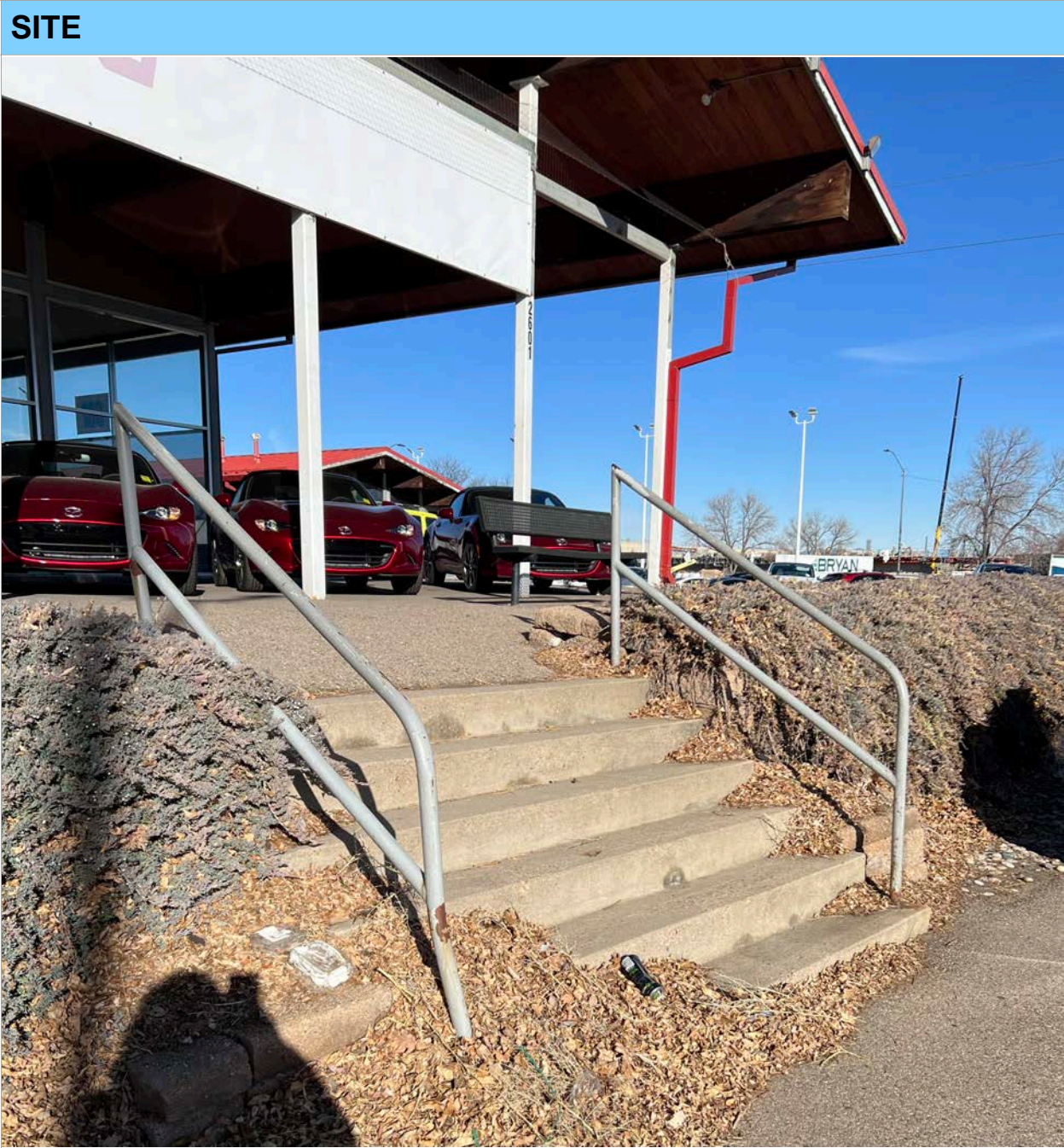


46. West Elevation - Service area with two bays. Image courtesy of BEE. 2024.

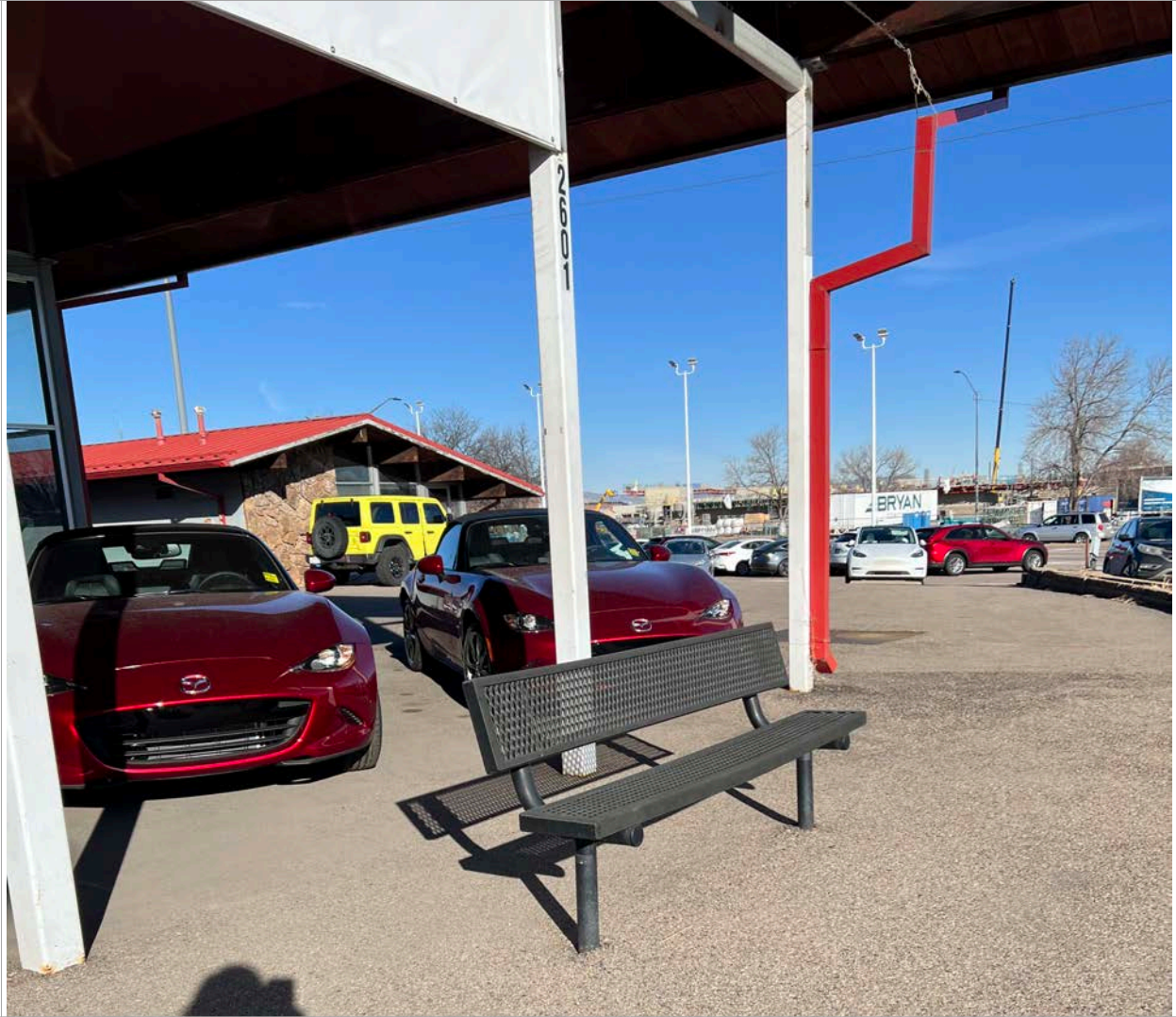
SOUTH



47. South Elevation - Small door at the service area. Image courtesy of BEE. 2024.



48. Site - Detail of stairs on east side of showroom. Image courtesy of BEE. 2024.



49. Site - Detail of bench on north side of showroom. Image courtesy of BEE. 2024.





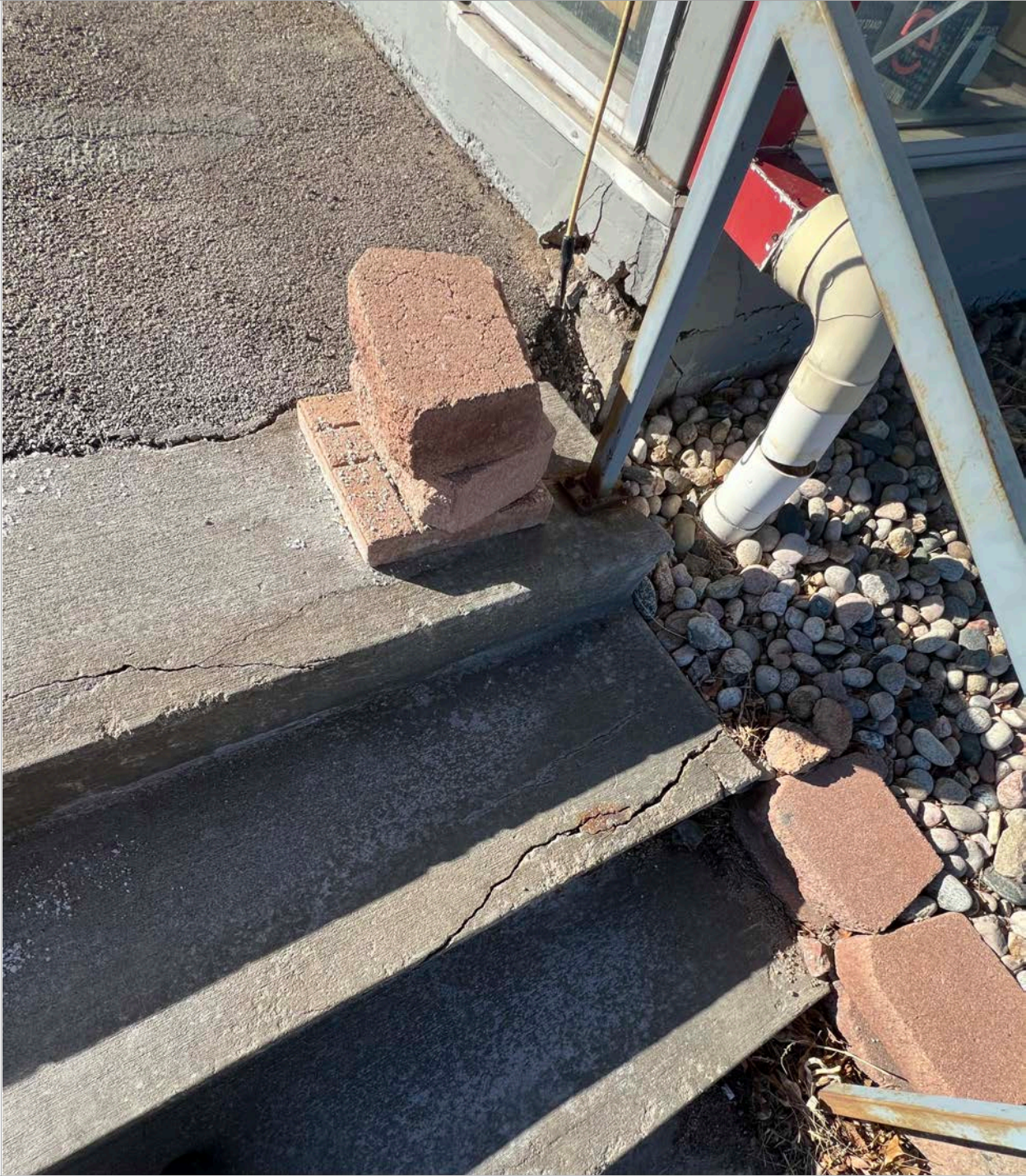
50. Site - Detail of the chainlink fence that surrounds the west end of the parking lot. Image courtesy of BEE. 2024.



51. Site - Detail of entrance on north side of the lot. Image courtesy of BEE. 2024.



52. Site - Detail of stairs on north side of showroom. Image courtesy of BEE. 2024.



53. Site - Detail of stairs on north side of showroom, showing signs of deterioration. Image courtesy of BEE. 2024.



54. Site - Detail of deterioration on east side of Building B. Image courtesy of BEE. 2024.



55. Site - Detail of the stone stairs on north side of lot, reportedly from the previous Drake farm before the car dealership was on site, from the stagecoach stop (no verification found). Image courtesy of BEE. 2024.

**CHANGES IN CONTEXT**  
2601 South College AVE.

**STREETSCAPE** - Drake Road and South College Ave.



56. View from corner, the dealership sits on the SW corner of Drake Rd. and S.College Ave. Image courtesy of BEE. 2024.

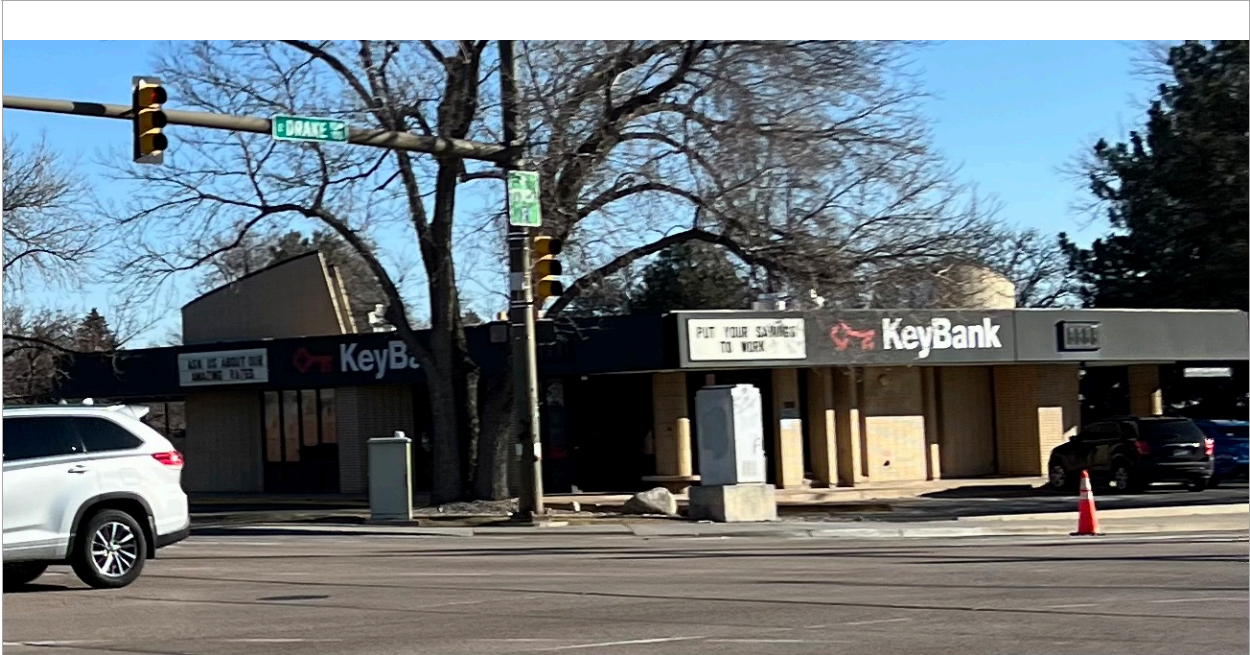




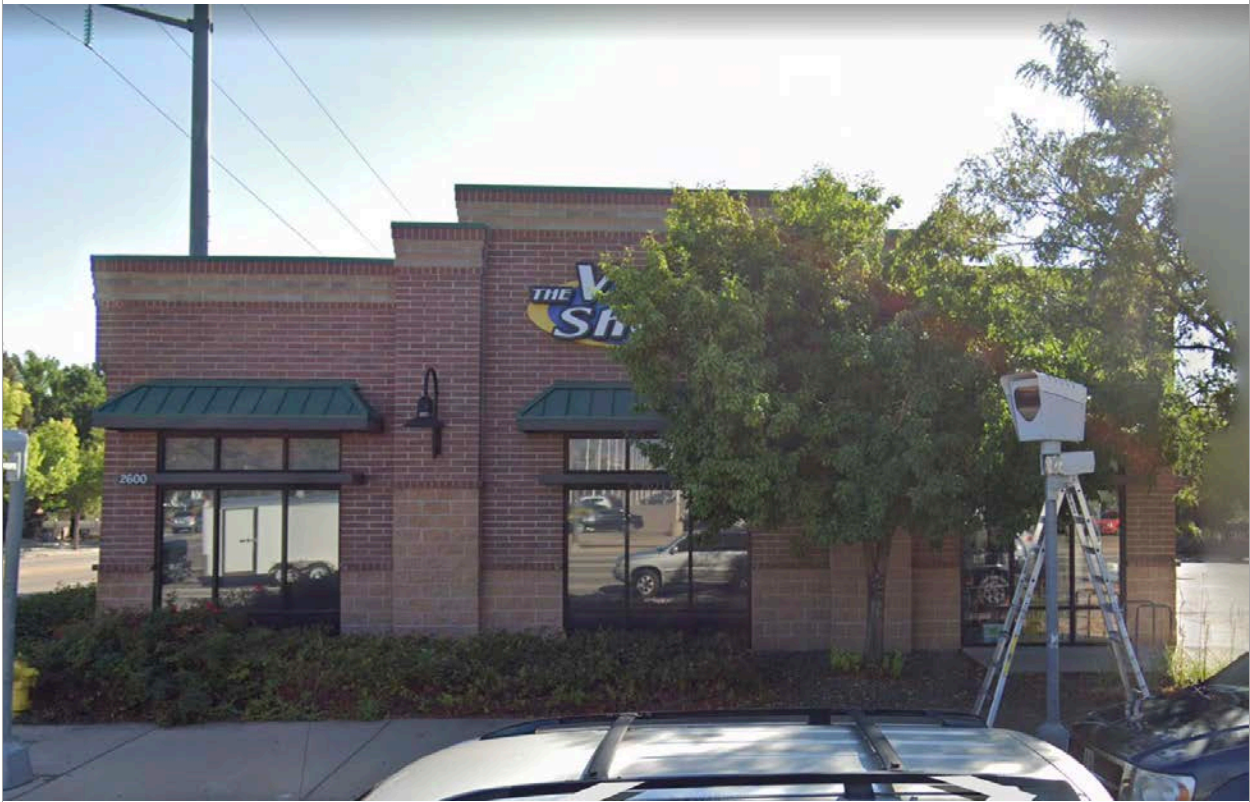
57. North side of Drake Rd. Note the construction of a new mall, a change in the local context. Image courtesy of BEE. 2024.



58. NW corner of the intersection of Drake Rd. and S. College Ave. Built in 1980, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of BEE. 2024.



59. NE corner of Drake Rd. and S. College Ave. With an unknown construction date, the bank is deemed eligible for landmarking. Image courtesy of BEE. 2024.



60. SE corner of Drake Rd. and S. College Ave. Built in 2006, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of Google Earth. 2024.

South College AVE - EAST SIDE



61. 2614 S. College Ave. Built in 2005, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of BEE. 2024.



62. 2712 S. College Ave. Built 1967, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of BEE. 2024.



63. 2716 South College. Built in 1971, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of BEE. 2024.

South College AVE - WEST SIDE



64. East streetscape in front of 2601 South College Ave. Image courtesy of BEE. 2024.



65. 2627 South College Ave. Property to the south of Car Dealership. Built in 1964, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of BEE. 2024.



66. 2631 South College Ave. Built in 1975, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of BEE. 2024.



67. 2701 South College Ave, built 1966, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of Google Earth. 2024

COLLEGE AVE AUTO DEALERSHPS



68. 205 North College Ave, location of first Ford dealership that was initially a livery stable. Frank Ghent purchased a portion of the dealership in 1940, and stayed there until moving to 2601 South College in 1966. This property is ideal for designation specific to the history of the car. Built 1910, eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of Google Earth. 2024.



69. Saab Dealership, 425 North College Ave, date of construction unknown. Eligibility unknown. Image courtesy of Google Earth. 2024.

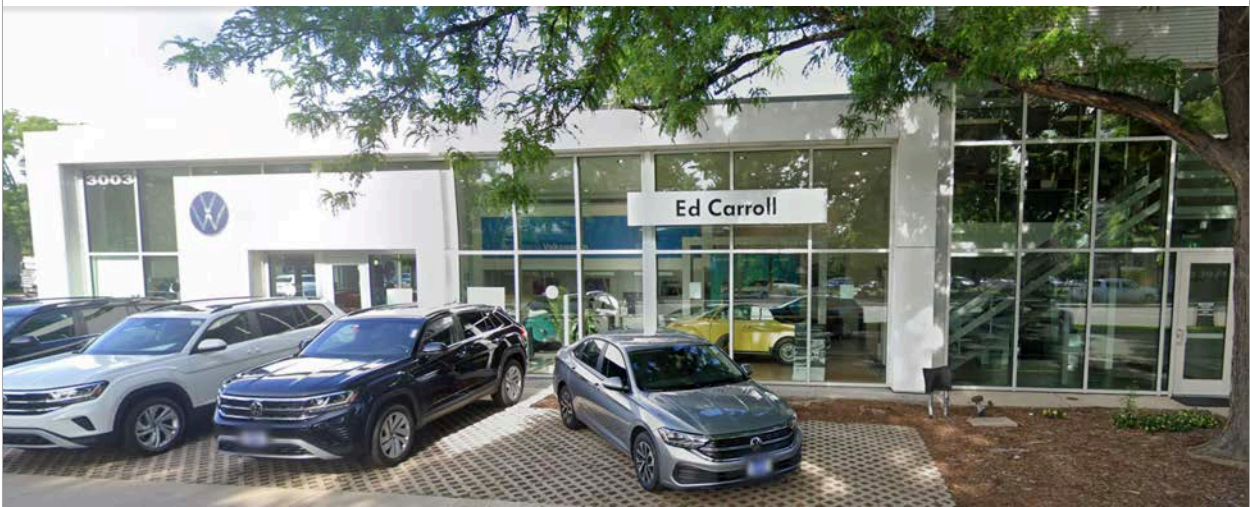




70. Kia dealership, 2849 South College Ave, built in 1972, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of BEE. 2024.



71. Glass Doctor, 2901 South College Ave, date of construction unknown, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of BEE. 2024.



72. VW dealership, 3003 South College Ave. Built 1968, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of BEE. 2024.



73. Porsche dealership, 3003 South College Ave. Built 1968, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of BEE. 2024.



74. Subaru dealership, 3103 South College Ave. Built in 1973, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of BEE. 2024.



75. Chevrolet dealership, 3111 South College Ave. Built in 1972, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of Google Earth. 2024.

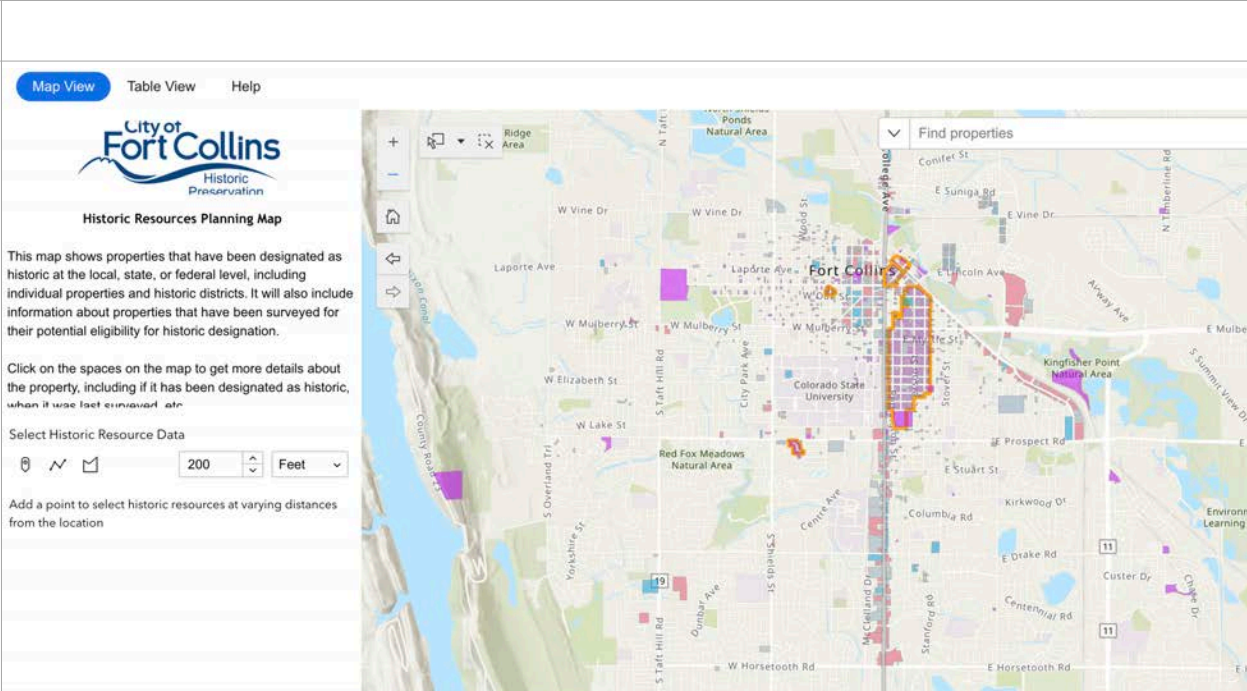


76. Auto Zone, 105 West Prospect Rd. Unknown construction date, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Note despite having many similar features to the dealership at 2601 South College Ave., such as CMU construction, stone veneer siding, a large gable roof, exposed rafters, and large amounts of glass, this building is not eligible for landmarking. Image courtesy of BEE. 2024.

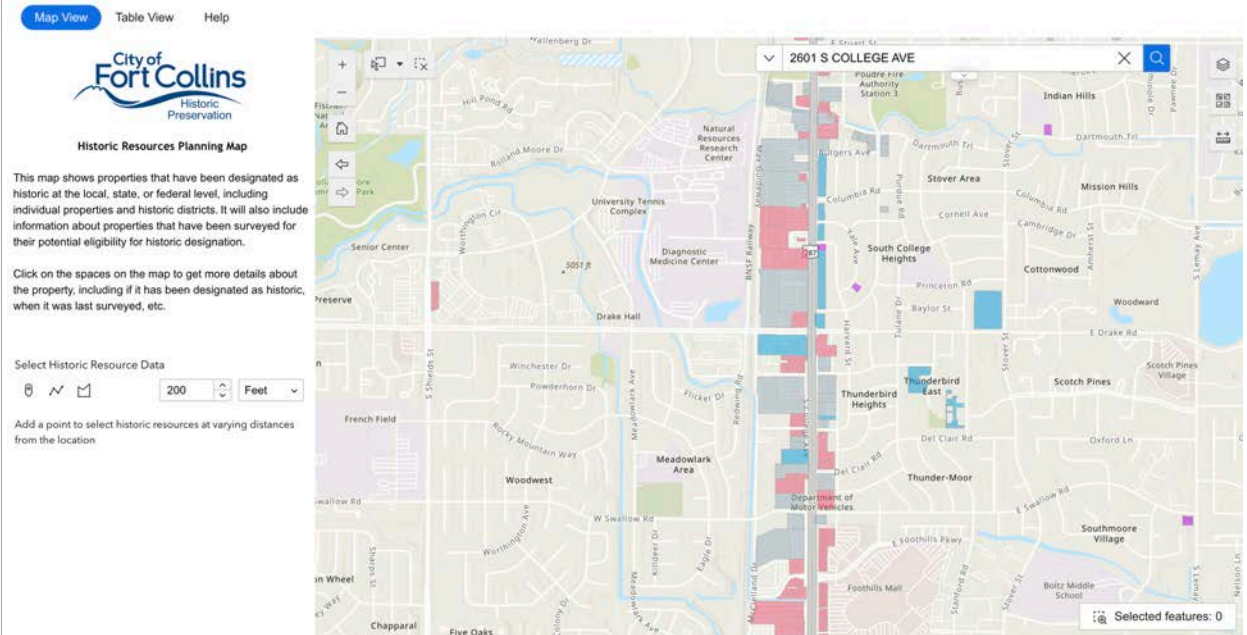


79. Auto Zone, 105 West Prospect Rd. Unknown construction date, not eligible for landmarking per the City of Fort Collins Historic Resources Planning Map. Image courtesy of BEE. 2024.

# ARCHITECTURAL SIGNIFICANCE



80. Historic Preservation map, large view. Courtesy of the City of Fort Collins. 2024.



81. Historic Preservation map, close up view of South College Ave. 2601 South College is in the center of the photo (blue). Note change in density of “eligible” landmark sites vs old town Fort Collins and adjacent areas - historic district potential is currently limited. Courtesy of the City of Fort Collins. 2024.

## Historic Preservation and Sustainability

### SUSTAINABILITY - SOCIAL, ECONOMIC AND ENVIRONMENTAL BENEFITS OF HISTORIC PRESERVATION

Preserving and enhancing historic places promotes the three basic components of sustainability. These are: (1) Cultural/Social Sustainability, (2) Environmental Sustainability and (3) Economic Sustainability. Each of the components is described in greater detail in the following pages.



Preserving historic places promotes the three basic categories of sustainability.

#### Cultural/Social Component of Sustainability

This component relates to the maintenance of the community's cultural traditions and social fabric. Preserving historic places and patterns promotes cultural and social sustainability by supporting everyday connections between residents and the cultural heritage of the community. These connections are reinforced by the physical characteristics of historic places, which often directly support environmental sustainability.

Historic properties in the district provide direct links to the past. These links convey information about earlier ways of life that help build an ongoing sense of identity within the community. Residents anchored in this sense of identity may be more involved in civic activities and overall community sustainability efforts.

The historic development pattern of the district promotes social interaction that supports a high quality of life and helps build a sense of community. The area is compact and walkable, providing for impromptu mixing of different cultural and economic groups. Direct connections to the public realm provide opportunities for community interaction. This physical pattern, combined with the inherent cultural connections, provides significant support for the community's overall sustainability effort.

#### Environmental Component of Sustainability

This is the most often cited component of sustainability. It relates to maintenance of the natural environment and the systems that support human development. Rehabilitation of historic resources is an important part of environmental sustainability and green building initiatives. It directly supports environmental sustainability through conservation of embodied energy, adaptability, and other factors that keep historic buildings in use over long periods of time.

#### Inherent Energy

Typically historic buildings were built with energy efficiency in mind. Construction methods focused on durability and maintenance, resulting in individual building features that can be repaired if damaged, thus minimizing the need for replacement materials. Buildings were also built to respond to local climate conditions, integrating passive and active strategies for year-round interior climate control, which further increase energy efficiency. Passive strategies typically include building orientation for sun and breezes. Active strategies typically include operable awnings, and double-hung and transom windows.

#### Embodied Energy

Embodied energy is defined as the amount of energy used to create and maintain the original building and its components. Preserving a historic structure retains this energy. Re-using a building also preserves the energy and resources invested in its construction, and reduces the need for producing new construction materials, which require more energy to produce. Studies confirm that the loss of embodied energy by demoli-

82. City of Fort Collins Design Guidelines referencing Sustainability and Embodied Energy. BEE research includes carbon calculations, to be presented at the Historic Preservation Commission meeting on April 17, 2024. Document courtesy of the City of Fort Collins. 2024.

RESTORATION

**Replace Extensively Deteriorated Features from the Restoration Period**

In Restoration, *replacing* an entire feature from the *restoration period*, such as a porch, that is too deteriorated to repair may be appropriate. Together with documentary evidence, the form and detailing of the historic feature should be used as a model for the replacement. Using the same kind of material is preferred; however, compatible substitute material may be considered. New work may be unobtrusively dated to guide future research and treatment.

**Remove Existing Features from Other Historic Periods**

Most buildings change over time, but in Restoration the goal is to depict the building as it appeared at the most significant time in its history. Thus, it may involve *removing* or altering existing historic features that do not represent the *restoration period*. Materials, features, spaces, and finishes that characterize other historical periods should be documented to guide future research and treatment prior to their alteration or removal.

**Recreate Missing Features from the Restoration Period**

Most Restoration projects involve *recreating* features that were significant to the building during the *restoration period*, such as a porch, but are now missing. Missing features to be replaced should be substantiated by documentary and physical evidence to ensure the restoration is accurate. Using the same materials to depict lost features is always the preferred approach; however, using compatible substitute material is an acceptable alternative in Restoration because the goal of this treatment is to replicate the *appearance* of the historic building at a particular time.

If documentary and physical evidence are not available to provide an accurate recreation of missing features, the treatment Rehabilitation might be a better overall approach to project work.

**Code-Required Work: Accessibility and Life Safety**

Sensitive solutions to meeting code requirements in a Restoration project are an important part of protecting the historic character of the building. Work that must be done to meet accessibility and life-safety requirements must also be assessed for its potential impact on the historic building as it is restored.

**Resilience to Natural Hazards**

Resilience to natural hazards should be addressed as part of a Restoration project. A historic building may have existing characteristics or features that help to address or minimize the impacts of natural hazards. These should always be used to best advantage when planning new adaptive treatments that have the least impact on the historic character of the building, its site, and setting.

**Sustainability**

Sustainability should be addressed as part of a Restoration project. Good preservation practice is often synonymous with sustainability. Existing energy-efficient features should be retained and repaired. New sustainability treatments should generally be limited to updating existing features and systems to have the least impact on the historic character of the building.

The topic of sustainability is addressed in detail in *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings*. Although specifically developed for the treatment Rehabilitation, the Sustainability Guidelines can be used to help guide the other treatments.

INTRODUCTION

83. Additional section from City of Fort Collins Design Guidelines, items to consider with 2601 South College Ave eligibility. Document from City of Fort Collins. 2024.

EXCELLENT EXAMPLES  
OF  
MODERN ARCHITECTURE



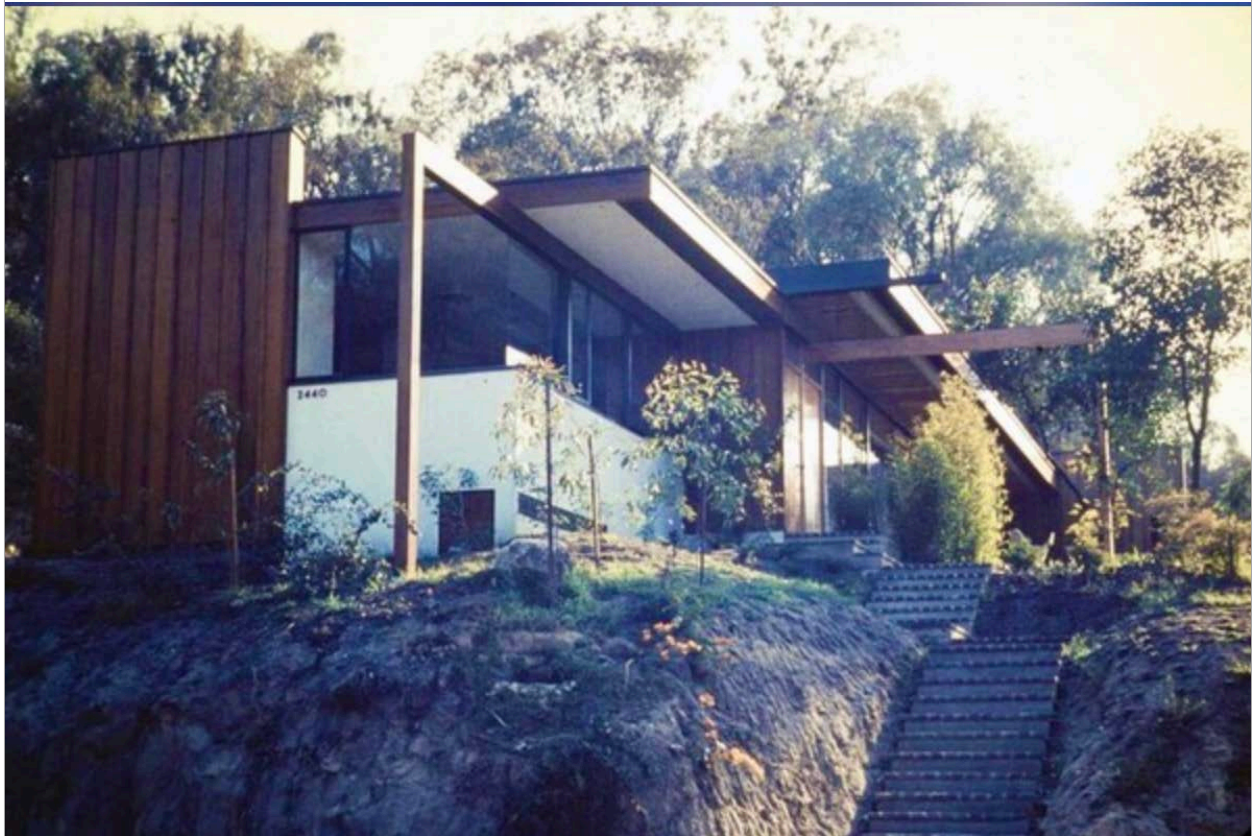
EXAMPLES BELOW IN ORDER OF DATE OF CONSTRUCTION



84. Villa Savoye, Poissy, France, Le Corbusier, 1929. One of the earliest examples of the architecture that shaped the modern movement. Image courtesy of Architecture Daily. 2024.



85. Gropius House, Lincoln, MA. Walter Gropius, 1938. Image courtesy of Historic New England. 2024.



86. Neutra House, Los Angeles, CA, Richard Neutra, 1950. Image courtesy of the Neutra Institute. 2024.



87. Hanover Trust Company, New York, NY, Skidmore, Owings and Merrill, 1954. Image courtesy of Wikimedia. 2024.



**S. R. Crown Hall, Illinois Institute of Technology**

88. SR Crow Hall, Illinois Institute of Technology, Chicago, IL, Mies van den Rohe, 1956. Image courtesy of Illinois Institute of Technology. 2024.



89. General Motors Technical Center, Warren, MI, Eero Saarinen, 1956. Image courtesy of the Getty. 2024.



90. Ice Rink, Yale University, New Haven, CT, Eero Saarinen, 1958. Image courtesy of the Getty. 2024.



**McGregor Memorial Conference Center, Wayne State University**

91. McGregor Memorial Conference Center, Wayne State University, Detroit, MI, Minor Yamasaki, 1958. Image courtesy of the Getty. 2024.



92. Brazil Supreme Federal Court, Brasilia, DF, Brazil, Oscar Niemeyer, 1958. Image courtesy of Getty. 2024.



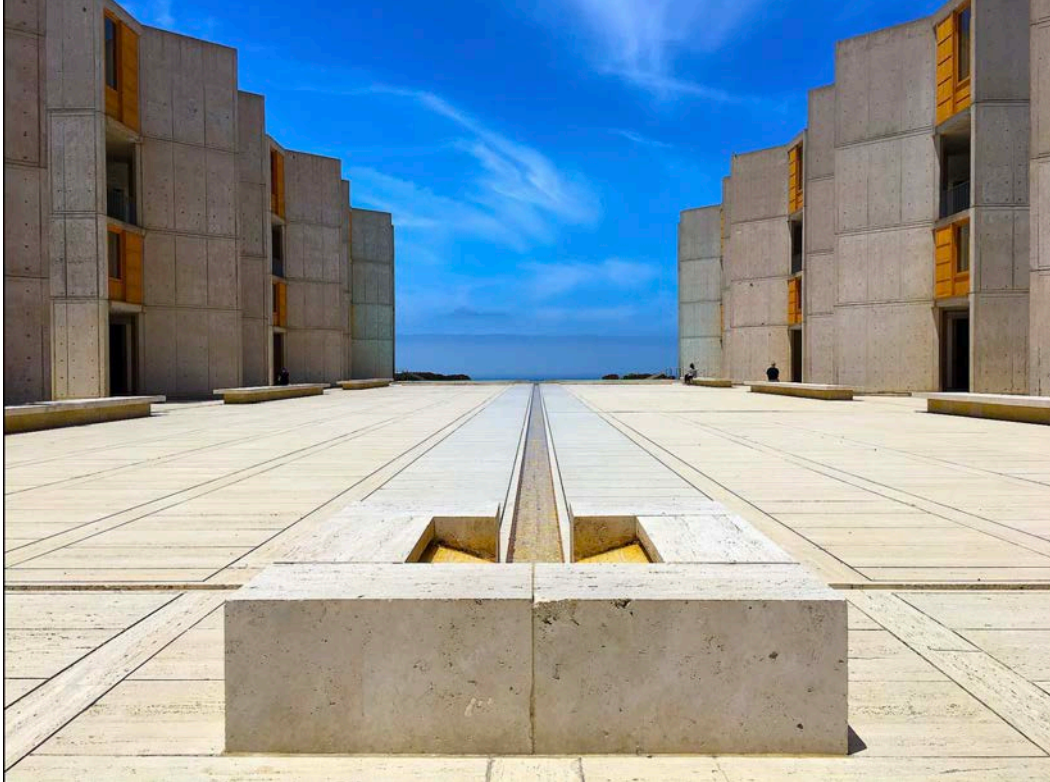
93. Case Study #8, Los Angeles, CA, Charles and Ray Eames, 1958. Image courtesy of the Getty. 2024.



94. The Guggenheim Museum, New York, NY, Frank Lloyd Wright, 1959. Image courtesy of the Getty. 2024.



95. National Congress Building, Brasilia, DF, Brazil, Oscar Niemeyer, 1960. Image courtesy of the Getty. 2024.



96. Salk Institute, La Jolla, CA, Louis Kahn, 1962. Image courtesy of the Getty. 2024.



97. Salk Institute, La Jolla, CA, Louis Kahn, 1962. Image courtesy of the Getty. 2024.





98. Lincoln Center, New York, NY, Philip Johnson and Eero Saarinen, 1962. Image courtesy of the Getty. 2024.



99. Jatiya Sangsad Bhaban, Dhaka, Bangladesh, Louis Kahn, 1962. Image courtesy of the Getty. 2024.



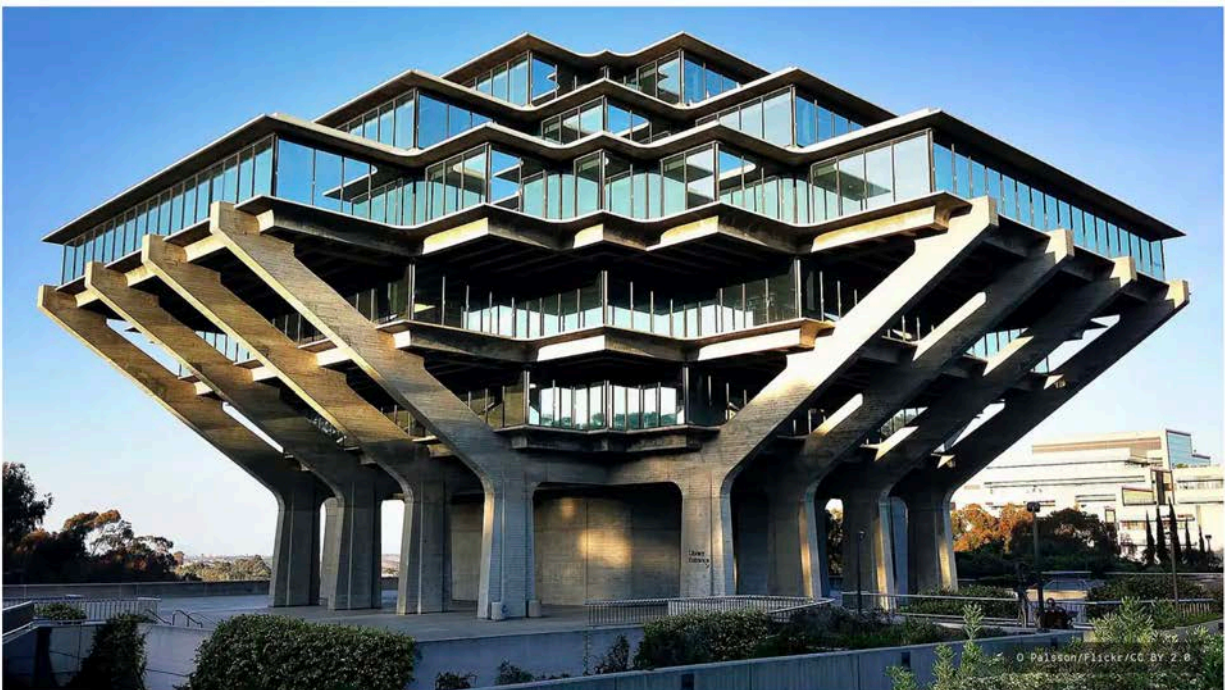
100. Jatiya Sangsad Bhaban, Dhaka, Bangladesh, Louis Kahn, 1962. Image courtesy of the Getty. 2024.



101. The Met-Breuer Building, New York, NY, Marcel Breuer, 1966. Image courtesy of Shutterstock. 2024.



102. The Ford Foundation Building, New York, NY, Kevin Roche, 1967. Image courtesy of Wikimedia. 2024.



**Geisel Library, University of California, San Diego**

103. Geisel Library, University of California, San Diego, CA, William Pereira, 1970. Image courtesy of the Getty. 2024.

EXCELLENT EXAMPLES OF LESSER KNOWN/UNKNOWN ARCHITECTS



*Photo: W. Airport-Hester and Hardaway Photographers  
Houston's Westbury Automotive is a Mid Century Modern classic.*

104. Westbury Automotive, Houston, TX, architect unknown, date unknown. Image courtesy of Mid-Century Preservation and W. Airport-Hester and Hardaway Photographers. 2024.



105. The Baringer House, Norman, OK, Architect unknown, 1968. Image courtesy of Mid-century Preservation. 2024.



106. Eichler tract home, Walnut Creek, CA, 1959. Eichler was a developer who built affordable tract homes, and wanted to bring affordable, fair housing to everyone. The style became common for the era. Image courtesy of Atomic Ranch online magazine. 2024.



107. Another example of Eichler tract home, Oakland, CA, 1959. Image courtesy of Atomic Ranch online magazine. 2024.



108. Texico gas station in Muldersweg, Netherlands, 1953. Image courtesy of [www.arkitekting.wordpress.com/](http://www.arkitekting.wordpress.com/). 2024.



109. Exxon gas station in Dudok, Netherlands, 1953. Image courtesy of [www.arkitekting.wordpress.com/](http://www.arkitekting.wordpress.com/). 2024.



110. Alum Rock gas station, San Jose, CA, c.1960. Image courtesy of [www.arkitekting.wordpress.com/](http://www.arkitekting.wordpress.com/). 2024.



111. Union96 gas station, Los Angeles, CA, date unknown. Image courtesy of [www.arkitekting.wordpress.com/](http://www.arkitekting.wordpress.com/). 2024.

\*\* Research for mid-century modern car dealerships was disappointing, with all landmarked dealerships found built in the 1920-30s and of a very different architectural style.



## Historic Preservation Services

Community Development & Neighborhood Services

281 North College Avenue

P.O. Box 580

Fort Collins, CO 80522.0580

970.224.6048

[preservation@fcgov.com](mailto:preservation@fcgov.com)

[fcgov.com/historicpreservation](http://fcgov.com/historicpreservation)

March 29, 2024

Carlton Henry  
Planner, Norris Design  
244 North College Avenue, Unit #165  
Fort Collins, CO 80524

### RE: 2601 South College Determination of Eligibility Appeal

Dear Mr. Henry,

As you are the design review applicant for 2601 S. College, this letter is to inform you that the appeal of the determination of eligibility for landmark designation of the property has been scheduled for April 17, 2024. This is a regular meeting of the Historic Preservation Commission and will begin at 5:30 pm in Council Chambers at City Hall, 300 Laporte Avenue.

Please let me know if you have any questions.

Sincerely,

Rebekah Schields  
Historic Preservation Specialist  
970-224-6137  
[rschields@fcgov.com](mailto:rschields@fcgov.com)





## Historic Preservation Services

Community Development & Neighborhood Services

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[preservation@fcgov.com](mailto:preservation@fcgov.com)

[fcgov.com/historicpreservation](http://fcgov.com/historicpreservation)

April 17, 2024

RE: HPC-Requested Addition to the Packet – Appeal of 2601 S. College Finding of Eligibility

At its April 10, 2024 Work Session, the City’s Historic Preservation Commission requested that certain records related to the now-expired finding of the property at 2601 S. College Avenue be added to the record for its upcoming meeting. Included in this attachment, by date, are:

- October 26, 2017 - initial staff/LPC (Landmark Preservation Commission) finding of the property as Eligible.
- December 18, 2017 – Historic Survey Form for 2601 S. College Ave; produced by 2017 Appellant’s contractor, recommending the property Not Eligible.
- February 21, 2018 – LPC Verbatim Transcript of the Appeal Hearing for 2601 S. College
- April 3, 2018 – City Council Minutes excerpt related to Appeal hearing, finding the property not Eligible.

Please note the following important caveats about these administrative records:

1. A determination of eligibility, by definition, does not consider or address the suitability or code compliance of any past, current, or proposed use of a property. A building permit or development review application is required in order to evaluate the code compliance of a proposed use or alteration.
2. An applicant may request a determination of landmark eligibility at any time if a valid determination (made within the last five years) is not already on file. The application for a determination of eligibility does not have to be associated with a current development application or proposed landmark designation.
3. The determination of eligibility and subsequent appeal process completed in 2017-2018 regarding 2601 S. College, although similar, was completed under a previous version of the City’s historic preservation codes (both Municipal Code Chapter 14, and Land Use Code 3.4.7). The City revised the process for historic survey and development review through code modifications adopted by City Council on March 5, 2019. It is under those new/current code requirements that the 2023 evaluation of 2601 S. College Ave as an historic resource was completed.
4. The 2019 code and process updates modified the determination of eligibility and development review process related to cultural resources in the following ways:
  - a. Required identification of historic resources on the development site at the earliest stage of development
    - i. In subsequent administrative refinement, City Preservation staff are routed on all development applications received by the City for potential comment. Structures on development sites that are not designated historic resources, but are at least 50 years old, must have a valid determination of eligibility on file

prior to submittal of a complete development application. In the absence of that information, historic survey is required.

- b. Required the City to significantly improve the quality of its pre-submittal historic review.
  - i. Prior to 2019, the Director of CDNS and the LPC chair issued a determination of eligibility based on available evidence already held in the Historic Preservation property files and a short review of building permit history. The qualifications of those individuals as professional historic survey professionals varied based on who held the positions, and in many cases, determinations were made without the benefit of an intensive-level historic survey of the property due to the limited survey data on file. However, any resident of the City or the property owner could appeal the determination of eligibility, and at that time the appellant was required to include an intensive-level historic survey form produced by a qualified professional.
  - ii. The new 2019 code standards establish a full, intensive-level, historic survey of a property as the evidentiary basis for the official determination of eligibility, which means that if there is no current documentation on file a survey must be ordered and paid for by the applicant prior to the determination. The survey findings must be based on the City's local Landmark eligibility criteria, , and the documentation is completed by an independent consultant who specializes in historic survey, if available. The official determination of eligibility is issued by City staff, who are all qualified professionals in historic survey, following an internal process to establish consensus on the determination.
  - iii. Upon appeal, an appellant is still required to produce their own historic survey form prepared by a qualified professional, as outlined in the Municipal Code ([14-23b](#)).



2017 CDNS/LPC  
Finding

Planning, Development & Transportation Services  
Community Development & Neighborhood Services  
281 North College Avenue  
P.O. Box 580  
Fort Collins, CO 80522.0580  
970.416.2740

**Request for Historic Review  
of Landmark Eligibility and/or Effect of Proposed Demolition or Alteration**

Property Address: 2601 S College Ave, Fort Collins, CO 80525

Specific building(s) under review: Dealership, Service Building, Building housing Sherwin Williams, and Building at 132 W. Thunderbird Road (former Tri-City Paint). Any and all outbuilding  
Applicant: Brinkman Development

Phone: 970-237-4739 Email: bill.wells@brinkmancolorado.com

Detailed description of proposed work: Demolition.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION**

I certify the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application, I am acting with the knowledge, consent, and authority of the owners of the real property, as those terms are defined in Section 1-2 of the City Code (including common areas legally connected to or associated with the property which is the subject of this application). Pursuant to said authority, I hereby permit City officials to enter upon the property for the purpose of exterior inspection, photographs, and if necessary, for posting of public notice on the property.

\*Owner/Applicant signature (required): [Signature] Date: 10/20/17

**Landmark Significance Criteria:**

- A: A property that is associated with events that have made a significant contribution to the broad patterns of our local, state or national history;
- B: A property that is associated with the lives of persons significant in our past;
- C: A property that embodies the distinctive characteristics of a type, period, or method of construction; is the work of a master; possesses high artistic value; or represents a significant and distinguishable entity whose components may lack individual distinction;
- D: A property that has yielded, or may be likely to yield, information important in prehistory or history.

**Aspects of Integrity Criteria:**

**Location** is the place where the historic property was constructed or the place where the historic event occurred.  
**Design** is the combination of elements that create the form, plan space, structure, and style of a property.  
**Setting** is the physical environment of a historic property. Whereas location refers to the specific place where a property was built or an event occurred, setting refers to the character of the place. It involves how, not just where, the property is situated and its relationship to the surrounding features and open space.  
**Materials** are the physical elements that form a historic property.  
**Workmanship** is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. It is the evidence of artisans' labor and skill in constructing or altering a building, structure, or site.  
**Feeling** is a property's expression of the aesthetic or historic sense of a particular period or time. It results from the presence of physical features that, taken together, convey the property's historic character.  
**Association** is the direct link between an important historic event or person and a historic property. A property retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the presence of physical features that convey a property's historic character.



(For Office Use Only)

**Request for Historic Review:**

- I. Effect of Proposed Demolition or Alteration and/or
- II. Fort Collins Landmark Eligibility

Property Address: 2601 S College Ave

Specific building(s) under review: Property / all

Summary of proposed work: demolition

**I. Effect of Proposed Demolition or Alteration**

For a property to maintain historic character when alterations are made to the structure(s) or site, it must retain the essential physical features that enable it to convey that character through seven aspects of physical integrity that are used to evaluate historic properties throughout the United States. Unless requested by the owner, a determination of eligibility (Section 2) is not required for proposed work that is determined to be minor in Section 1. **A checkmark signifies retention of that aspect of integrity.**

**Aspects of Integrity Criteria:**

**CDNS LPC**

- Materials:** The proposed work would retain a significant portion of historic exterior materials (cladding, roof, windows, other: \_\_\_\_\_)
- Design:** The proposed work would retain a significant portion of historic exterior features without obscuring them (configuration, proportions, roofline, window pattern, historic addition(s), other: \_\_\_\_\_)
- Workmanship:** The proposed work would not destroy or significantly obscure evidence of historic construction techniques (joinery, carving, turning, \_\_\_\_\_) that exemplify local, regional, or national applications of historic practices and aesthetics.
- Location:** The proposed work keeps the historic structure(s) on the original site or a site the structure has occupied for more than 50 years.
- Setting:** The proposed work would not significantly alter the physical character of the site that is similar to the historic period of construction and the site's relationship to surrounding features.
- Feeling:** The proposed work would not significantly alter the majority of intact, historic physical features (design, materials, workmanship, setting) that together convey historic character. (Because this relies on perception, it must be combined with other aspects of integrity to support a determination that eligibility would be lost.)
- Association:** The proposed work would not remove historic structure(s) from the place where an associated historic event/activity occurred and affect the ability of the site to convey that history. (Because this relies on perception, it must be combined with other aspects of integrity to support a determination that eligibility would be lost.)

Comments regarding differentiation and reversibility of proposed work: \_\_\_\_\_

**Yes No Director of CDNS**

More than one aspect of integrity is being affected? (If yes, it is a **major alteration**; if no, minor)

CDNS Director's Signature: [Signature] Date: 10/26/17

**Yes No LPC Chair**

More than one aspect of integrity is being affected? (If yes, it is a **major alteration**; if no, minor)

Comments: Demolition

Chair's Signature: [Signature] Date: 26 Oct 2017



(For Office Use Only)

Property Address: 2601 S College  
Specific building(s) under review: Property / all

**II. Fort Collins Landmark Eligibility**

A property must meet at least one of four criteria for significance to be eligible for Fort Collins landmark designation: association with significant historical events (A), with a significant person (B), for architectural design/significance (C), and/or for potential to yield important archeological data (D). The property must also retain enough exterior integrity to convey its significance. The National Register of Historic Places provides guidance for the criteria, aspects of integrity, and process that federal, state, and local entities use to identify and designate historic resources.<sup>1</sup> A checkmark signifies significance in that area.

**HISTORIC SIGNIFICANCE**

A: Property is associated with events that have made a significant contribution to the broad patterns of our local, state or national history; and/or  B: Property is associated with the lives of persons significant in our past.

Comments: This property is associated both with an event - the growth of the auto industry and the popularity of car ownership (which teens gloried in by driving their cars up & down college) - and with an important local family, the Ghents.  
Relevant Aspects of Exterior Integrity for Standards A and B:

A basic integrity test for a property associated with an important event (Standard A) or person (Standard B) is whether a historical contemporary would recognize the property as it exists today. Such a property ideally might retain some features of all seven aspects of integrity, but the four aspects in bold are particularly important for a property in this category. A checkmark signifies the property retains that aspect of integrity.

**CDNS LPC**

**Location:** The building is on its original site or was moved to the current site more than 50 years ago.  
  **Setting:** The physical character of the property site and its relationship to surrounding features is similar to the historic period \_\_\_\_\_

**Materials:** The property retains most of its historic exterior materials and they are visible (cladding, roof, windows, other: \_\_\_\_\_)

**Design:** Most of the basic features (configuration, proportions, roofline, window pattern, historic addition(s), other: \_\_\_\_\_)

\_\_\_\_\_ ) are intact.  
  **Workmanship:** There is evidence of historic construction techniques, such as joinery, carving, turning, \_\_\_\_\_ that exemplify local, regional, or national applications of historic practices and aesthetics.

**Feeling:** The majority of physical features (design, materials, workmanship, setting) that together convey historic character are intact. (Because this relies on perception, it must be combined with other aspects of integrity to support eligibility.)

**Association:** The property is the place where the historic event or activity occurs and still conveys that relationship to an observer. (Because this relies on perception, it must be combined with other aspects of integrity to support eligibility.)

<sup>1</sup> U.S. Department of the Interior, National Park Service, "How to Apply the National Register Criteria for Evaluation (National Register Bulletin 15, 1990, revised for Internet, 2002); Fort Collins Municipal Code Section 14-5, "Standards for determining the eligibility of sites, structures, objects, and districts for designation as Fort Collins landmarks or landmark districts," (Code 1972, § 69-6; Ord. No. 186, 2002, § 4, 1-7-03; Ord. 057, 2014, § 1, 4-15-14).



(For Office Use Only)

C: Architectural significance:

- Property embodies the distinctive characteristics of a type, period, or method of construction
- Property is the work of a master craftsman or architect;
- Property possesses high artistic values or design concepts

Justification: This may be one of the last early car dealerships that hasn't been significantly altered. It embodies the character of the time with even the front roof extension maintaining the character.

Relevant Aspects of Exterior Integrity for Standard C:

A property significant for its architecture must retain those physical features that characterize the type, period, or method of construction the property represents. The aspects in bold are particularly important for a property in this category. A checkmark signifies the property retains that aspect of integrity.

**CDNS LPC**

- Materials:** The property retains most of its historic exterior materials and they are visible (cladding, roof, windows, other: The original roof material is unknown but metal is not original. Some garage doors have been replaced, but most of the materials on the bldg appear to be original.)
- Design:** Most of the basic features (configuration, proportions, roofline, window pattern, historic addition(s), other: The proportions, configuration, roofline, large windows etc. are intact.) are intact.
- Workmanship:** There is evidence of historic construction techniques, such as joinery, carving, turning, that exemplify local, regional, or national applications of historic practices and aesthetics)
- Location:** The building is on its original site or was moved to the current site more than 50 years ago.
- Setting:** The physical character of the property site and its relationship to surrounding features is similar to the historic period
- Feeling:** The majority of physical features (design, materials, workmanship, setting) that together convey historic character are intact. (Because this relies on perception, it must be combined with other aspects of integrity to support eligibility.)
- Association:** The property is the place where the historic event or activity occurs and still conveys that relationship to an observer. (Because this relies on perception, it must be combined with other aspects of integrity to support eligibility.)

Comments regarding current exterior integrity: The car dealership maintains a great deal of integrity and continues to convey the character and purpose of the building which has been used for the same purpose from the beginning.

**Context:**

The photographs of adjacent parcels submitted with this application indicate the following information about the current contextual area for the property in question:  
Negatives from the Colorado collection at the archives. Assessor made photos from 1973. Present day photos provided by applicant.



(For Office Use Only)

D: A property that has yielded, or may be likely to yield, information important in prehistory or history.

Comment: \_\_\_\_\_

Relevant Aspects of Exterior Integrity for Standard D:

For properties eligible due to their potential to provide data that addresses important research questions, which includes archeological sites and standing structures studied for their information potential, the aspects below are most relevant. Two of the seven aspects, setting and feeling, typically do not have direct bearing for this standard of eligibility. A checkmark signifies the property retains that aspect of integrity.

**CDNS LPC**

- Location: The prehistoric and historic archeological remains on the property are in their original, relatively undisturbed location.
- Materials: The property contains probable or known prehistoric floral or faunal remains or prehistoric and/or historic cultural material that is important for research study.
- Design: The property contains prehistoric and historic cultural material that may yield important data on design technology.
- Workmanship: The property contains prehistoric and historic cultural material that may yield important data on techniques that exemplify prehistoric or historic practices and aesthetics.
- Association: The material remains on the property are relatively undisturbed and retain their association with other material that yields datable information.
- Setting: The physical character of the property site and its relationship to surrounding features is similar to the prehistoric or historic period
- Feeling: The majority of physical features (design, materials, workmanship, setting) that together convey historic character are intact. (Because this relies on perception, it must be combined with other aspects of integrity to support eligibility.)

**Yes No Director of CDNS**

Property has significance and is eligible for individual Fort Collins landmark designation?

Justification: \_\_\_\_\_

Proposed plans would uphold the property's significance, integrity and eligibility?

Justification: \_\_\_\_\_

CDNS Director's Signature: \_\_\_\_\_

Date: 10/26/17

**Yes No LPC Chair**

Property has significance and is eligible for individual Fort Collins landmark designation?

Justification: A good example of a mid-century car dealership. Possibly

Proposed plans would uphold the property's significance, integrity and eligibility?

Justification: \_\_\_\_\_

LPC Chair's Signature: \_\_\_\_\_

Date: 26 Oct 2017

Item 20.

Source Number: 5LR.14283  
Temporary Resource Number:

### 2017 Appellant Survey Form

OAHP1403  
Rev. 9/98

Official eligibility determination  
(OAHP use only)  
Date \_\_\_\_\_ Initials \_\_\_\_\_  
\_\_\_\_ Determined Eligible- NR  
\_\_\_\_ Determined Not Eligible- NR  
\_\_\_\_ Determined Eligible- SR  
\_\_\_\_ Determined Not Eligible- SR  
\_\_\_\_ Need Data  
\_\_\_\_ Contributes to eligible NR District  
\_\_\_\_ Noncontributing to eligible NR District

#### COLORADO CULTURAL RESOURCE SURVEY

## Architectural Inventory Form

### I. IDENTIFICATION

1. Resource number: 5LR.14283
2. Temporary resource number:
3. County: Larimer
4. City: Fort Collins
5. Historic building name: Ghents Motors Company
6. Current building name: Spradley-Barr Mazda, Inc.
7. Building address: 2601 South College Avenue, Fort Collins, CO, 80525
8. Owner name and address: DraCol, LLC., P.O. Box 270710, Fort Collins, CO., 80527.

### II. GEOGRAPHIC INFORMATION

9. P.M. 6th Township 7N Range 69W  
NE ¼ of NE ¼ of NE ¼ of NE ¼ of section 26
10. UTM reference  
Zone 1 3 ; 4 9 3 3 4 9 mE 4 4 8 9 0 1 9 mN
11. USGS quad name: Fort Collins 1960 (p.r.1984)  
Year: 1984 Map scale: 7.5' x 15' Attach photo copy of appropriate map section.
12. Lot(s): 1 Block: Ghent FTC; Less 96030371; Less POR to City Per 20150057258.  
Addition: Ghent Annexation Year of Addition: 1966
13. Boundary Description and Justification: From the Larimer County Assessor's Office is the following legal land description for Larimer County Parcel No. 9726114001. The commercial building is on the southwest corner of the intersection of South College Avenue and West Drake Road. The property's northern boundary is West Drake, the eastern boundary is South College Avenue, the western boundary is McClelland Drive and the southern boundary is West Thunderbird Drive. Annexed to the city of Fort Collins as the Ghent Annexation in 1966, the boundary description dates from the mid-1960s.

### III. Architectural Description

14. Building plan (footprint, shape): There are two buildings associated with 5LR.14283. Building A is the main showroom and features an irregular building plan, Building B is a garage and features a rectangular footprint.
15. Dimensions in feet: A: Length 83.5' x Width 104' B: Length: 59.3' x Width 29.3'.
16. Number of stories: Bldgs. A and B: Single.
17. Primary external wall material(s): Bldg. A: Glass and Stone. Bldg., B: Concrete and Stone
18. Roof configuration: Bldg. A: Gable and Flat. Bldg B: Gable.
19. Primary external roof material: Bldgs. A and B: Metal.



20. Special features: Two separate buildings both associated with automobile sales and service, Parking lot surrounds both buildings. Large stationary windows. Metal gable roof canopy. Rolling metal garage doors with windows.
21. General architectural description: This is the first recordation of 5LR.14283. According to the Larimer County Assessor, 5LR.14283 was constructed in 1966. **Bldg A, Eastern Elevation:** A gabled metal roof extends from Bldg. A's exterior to form a canopy. The canopy measures 56 feet in length and 30 feet wide. Six metal posts support the metal gable roof. It is unclear when this canopy was added. Beneath the roof are two signs. The first sign, closest to the gable's peak, reads "Mazda." The sign below reads: "Spradley/Barr." Building A's eastern elevation is composed of six large glass metal window framed windows. These windows begin at ground level and extend to the height of the walls. Above the windows, paneling indeterminate materials covers six original windows, and reach to the gable's peak. A decorative stone façade is set to the south of the showroom. This is the north wall of the parts and service section of the building. **Bldg. A Northern elevation:** Five stationary metal frame windows extend from the building's northeast corner to the east. A metal frame commercial door is located within in this glass panel. This door provides the primary entry into the building's showroom. A stone façade extends approximately 20 feet from this entry way. The stone façade extends from ground level to beneath the roofline. The stone façade is interrupted by four stationary metal frame windows similar in design and materials to those near the building's northeast corner. The stone façade continues to the north for approximately another 25 feet. The façade extends from the ground to beneath the roofline. A glass and metal foyer connects the showroom and the parts and service garage of Bldg. A. This foyer is irregularly shaped and is about six feet wide on the northern elevation. The Service Section of the building appears to have been stuccoed. The roof line of the northern roofline features a cornice along the façade's length. The Service Section is in three sections, with the center section tall enough to accommodate trucks. The first section has three backlit signs beneath the cornice. The first "Service Parts," is above a rectangular metal sliding window. This appears to have been the first service bay of nine in the first section. Approximately five feet to the west is the second service bay. The second backlit sign reads "Full Service" and is above fourth and fifth bays. "Express Lube Plus" is above the eighth and ninth service bays. The metal rolling garage doors in this section each have three-over-three stationary windows in the center and all are replacements. The original rolling doors were predominately glass, the panes arranged in three columns and five rows. The bottom row was solid and probably metal. The center section has three truck sized rolling doors. Of the three doors the one farthest east appears to be original with three columns and six rows of glass panels, the seventh row at the ground level is metal. The other two doors are newer and match the ones in the first section. A sign above the two new doors reads "Spradley Barr." Six feet west is a double human door, above which a backlit sign, "Body & Paint." The third section has four rolling garage doors. A backlit sign, "Collision Center," is above the first two doors. The second door is original. The other three rolling doors are newer. All of the rolling doors on this elevation are spaced two feet apart, except the two furthest to the west which are four feet apart. **Bldg. A Western elevation:** There are no fenestrations along the showroom's western elevation. Concrete block is visible from ground level to the gable peak. The wood laminate beams supporting the roof are visible. On the western elevation of the service and parts garage is a solid concrete block wall. Two small prefabricated

Source Number: 5LR.14283

Temporary Resource Number:

additions were made to the building in the 1990s. They have shed roofs, and human doors on the southern elevations. **Bldg. A Southern elevation:** Beginning at the building's southeast corner and heading to the west are stationary metal framed windows. These windows extend from the ground level to beneath the roofline. A metal framed commercial door is located in the glass panel nearest to the parts and service exterior. This door is the only access to the showroom from the southern elevation. The southern elevation of the parts and service section features a square, rolling garage door near this section's southeastern corner. An eight-foot high chain link fence extends from the exterior wall for approximately eight feet and surrounds a loading dock that is two feet from ground level. Outside of the fence, three steps lead up to a metal human door. Near the south west corner of the parts and service section is a three sided metal framed bay window. A rolling metal door can close off the bay window from the main building. The foyer between the parts and service section and the service bays is about 15 feet wide on this elevation and its flat roof has a three foot eave. A small rounded porch is a couple of inches above ground level. Similar to the northern elevation, the southern elevation features a like number rolling garage doors. The last four in the first section appear to be original, as is the second door in the center section.

**Bldg. B (Used Car Sales):** Bldg., B was originally constructed as the Used Car Sales office. It is located approximately 20 feet north of Bldg. A. Bldg. B features a metal gable roof with exposed wood laminate beams. **Eastern elevation.** The rough stone treatment found on the eastern and northern elevations of Bldg. A covers almost half of the eastern elevation of Bldg. B. Stationary metal framed windows also like Bldg. A. extend from the ground to the gable peak and from the stone covered wall to the northeast corner. In the northeast corner a metal framed stationary glass door enters the front office area. **Northern elevation:** From northeast corner, six, two-foot-wide, metal-framed, stationary windows reach from the floor to the top of the wall. The rest of the wall is the same rough stone as use on the eastern elevation. **Western elevation:** Two metal and glass rolling garage doors cover this elevation. These doors have 15 panels in five rows. The middle three rows are glass and the top and bottom rows are metal. The doors are set about two feet apart. The wall is painted concrete block. The wood laminate beams are exposed under the roof. **Southern elevation:** A metal, human door is located near the southwest corner. There are no other fenestrations along this elevation, and the wall is painted concrete block.

22. Architectural style/building type: Bldgs. A and B: No Style.
23. Landscaping or special setting features: An open asphalt parking lot surrounds 5LR.14283 in four directions. A mature deciduous tree grows near the main showroom's southeast corner. Four small trees grow along the curb parallel South College Avenue.
24. Associated buildings, features, or objects: As of December 2017, there were other commercial buildings within the boundaries of the Ghent Addition. Most notably, the Sherwin-Williams Paint Shop at 2627 South College Avenue. This building was not recorded as part of this survey.

#### IV. ARCHITECTURAL HISTORY

25. Date of Construction: Estimate: Actual: 1966  
 Source of information: Larimer County Office Website, Parcel No. 9726114001.  
<https://www.larimer.org/assessor/search#/property/?fromAddrNum=2601&address=College&city=FORT%20COLLINS&sales=any&accountid=R0133361>. Accessed December 10, 2017.

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26. Architect: Unknown.

Source of information:

27. Builder/Contractor: Unknown.

Source of information:

28. Original owner: Frank Ghent

Source of information: R.L. Polk, 1966 *City of Fort Collins Directory*. Located at Fort Collins Museum of Discovery Archives and City of Fort Collins Building Permit Correspondence, Tom Coffey to Mike DiTullio, June 7, 1972. <http://citydocs.fcgov.com/?cmd=convert&vid=51&docid=12054&dt=OA-OTHER+AGREEMENTS>.

Accessed December 27, 2017.

29. Construction history (include description and dates of major additions, alterations, or demolitions): The Larimer County Assessor's Office gives the date of construction for 5LR.14283 as 1966. For most of the twentieth century, this site was W.A. Drake farm site. The construction of the Ghents car dealership came after the publication of Sanborn Fire Insurance Maps. The Ghent's added a car wash-service station to the site in 1972. The introduction of the car wash required the introduction of sidewalks, curb, and gutters. The canopy was added later, it does not appear in the earliest photos held by the Fort Collins Museum of Discovery. The windows in the gable were likely replaced at the same time as the ceiling was lowered. A permit for alteration for a minor office remodel in 1998 is perhaps when the ceiling was lowered. Plans held at the Fort Collins Permit Office indicate two additions – one measuring 18.5' x 10' and the other measuring 15' x 10' – were constructed along the building's western façade in 2004.

30. Original location X Moved \_\_\_\_ Date of move(s):

#### V. HISTORICAL ASSOCIATIONS

31. Original use(s): Commerce-Trade/Specialty

32. Intermediate use(s): Commerce-Trade/Specialty

33. Current use(s): Commerce-Trade/Specialty

34. Site type(s): Automobile Dealership

35. Historical background: Based on photographs held at the Fort Collins Museum of Discovery, W.A. Drake operated a farm at the southwest corner of South College Avenue and West Drake Road as early as 1905. In 1919, Frank Ghent was discharged from the United States Navy. After the war, Ghent, and his wife Vera, lived in Fort Collins, and homesteaded in northwestern Colorado before returning to Fort Collins and working as a real estate agent. In 1940, he opened a car dealership at 205 North College Avenue, and in the 1950s he had a location at 262 East Mountain Avenue. In addition to his business interests, Ghent was a chair of a Fort Collins Civil Defense organization during World War II and served eight years as a Colorado highway commissioner. In 1966, Ghent moved his Ford-Lincoln-Mercury dealership to 2601 South College Avenue. The dealership is contained in the Ghent Annexation. The City of Fort Collins formalized the Ghent Annexation at the time Frank Ghent was getting ready to build his new dealership. As part of the deal the city accepted as approved the county's building permits, and added street lights, curb and gutter on Drake Street. In 1996, the Ghents sold to another established Fort Collins auto dealer, Spradley-Barr. In 2012, DraCol assumed ownership of this property, but kept the Spradley-Barr name of the dealership. As of December 2017, DraCol retains ownership of 5LR.14283.

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Temporary Resource Number:

36. Sources of information: Cara Neth, "90-year-old Founder of Ghent Motors Dies," *Fort Collins Coloradoan*, (January 7, 1985): A-1, A-10, R.L. Polk, *Fort Collins City Directories, 1966-2006*. Located at Fort Collins Museum of Discovery, History Archives; Sanborn Fire Insurance Maps, 1917-1943; Located on the Denver Public Library-Western History Collection website; Larimer County Assessor's Office Appraisal Card, Parcel No. 9726114001, and City of Fort Collins Building Permit Correspondence, Tom Coffey to Mike DiTullio, June 7, 1972. City of Fort Collins Public Records, <http://citydocs.fcgov.com/?cmd=convert&vid=51&docid=12054&dt=OA-OTHER+AGREEMENTS>. Accessed December 27, 2017.

**VI. SIGNIFICANCE**

37. Local landmark designation: Yes \_\_\_ No X Date of designation: \_\_\_\_\_  
Designating authority:

38. Applicable National Register Criteria:

- A. Associated with events that have made a significant contribution to the broad pattern of our history;
- B. Associated with the lives of persons significant in our past;
- C. Embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or that possess high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or
- D. Has yielded, or may be likely to yield, information important in history or prehistory.
- Qualifies under Criteria Considerations A through G (see Manual)
- Does not meet any of the above National Register criteria

Applicable City of Fort Collins Local Landmark Criteria:

- 1. The property is associated with events that have made a significant contribution to the broad patterns of history; or
- 2. The property is associated with the lives of persons that have made a significant contribution to the broad patterns of history; or,
- 3. The property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or that possess high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or
- 4. Has yielded, or may be likely to yield, information important in history or prehistory.
- Does not meet any of the above Local Landmark criteria

39. Area(s) of significance: None.

40. Period of significance: N/A

41. Level of significance: National \_\_\_ State \_\_\_ Local \_\_\_\_\_

42. Statement of significance: This is the first recordation of 5LR.14283. The Ghents/Spradley-Barr dealership has been at this location since 1966. The car dealership is one of many along College Avenue. This was the third location for Ghent during the twentieth century. Because of the predominance of car dealerships as a twentieth century business model nationally, across Colorado and along College Avenue in Fort Collins, 5LR.14283 would not be considered eligible for listing to either the National or State Register under Criterion A. Frank Ghent was a successful

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Fort Collins businessman from the 1940s until his death in 1985. Mr. Ghent was actively involved in the life of his community for most of his 90 years. However, that involvement is not at a level of eligibility for listing to the National or State Register under Criterion B. Based on photographs from the 1970s, the exterior of the 51-year-old car dealership has undergone minimal alterations or additions. The exterior is similar to other car dealerships constructed across the United States during the 1960s. The use of large, open glass windows and stone exterior treatments can still be found on other car dealerships, supermarkets, and professional buildings from the same period. The building retains fair historic physical integrity. Because there is nothing unique about the architectural style, settling, feeling, and association, 5LR.14283 is not eligible for listing to the National or State Register under Criterion C.

Ghent/Spradley-Barr are perhaps the two best known car dealership in Northern Colorado. Mr. Ghent had been in the auto business for a quarter-century before relocating to this address. His children sold the dealership in 1996 after thirty years at 2601 South College Avenue. Because, Mr. Ghent had started and established his business at another location, 5LR.14283 would not qualify under Fort Collins Local Landmark Criteria 1. Mr. Ghent's activities in the development of Larimer County and Fort Collins primarily took place before the move to 2601 South College Avenue in 1966. Because of that lack of association with a period in Mr. Ghent's life where he made his contributions to the county and the city, 5LR.14283 would not qualify as a Fort Collins Local Landmark under Criteria 2. The exterior has undergone alterations over the past five decades. The building does not possess the distinctive characteristics of type, period, or method of construction, or represents the work of a master, or possesses high artistic values. 5LR.14283 would not qualify as a Fort Collins Local Landmark under Criteria 3.

43. Assessment of historic physical integrity related to significance: Research was unable to precisely date alterations to the building A's footprint since original construction. The largest addition is the canopy on the eastern elevation. One out of 16 original service bays has been enclosed and one bay door has been enclosed on the south elevation at the far west end of Building A. Both of the original rolling garage doors on Building B have been replaced. Twenty-seven of the original garage doors have been replaced. As a result only four of the original 34 rolling garage doors remain. The original doors were 80%-85% windows and the new doors are only 40% window. The roof has been replaced with material not used in 1960s which distracts from the overall historic integrity. It should be noted that 5LR.14283 is well kept but only displays a fair level of historic physical integrity. The change of the roof to non-period materials, and the loss of a character defining elements in the loss of the service bay doors greatly detracts from the historic nature of the building.

**VII. NATIONAL REGISTER ELIGIBILITY ASSESSMENT**

44. National Register eligibility field assessment:  
Eligible \_\_\_ Not Eligible X Need Data \_\_\_\_\_

45. Is there National Register district potential? Yes \_\_\_ No X

Discuss: The commercial district in the vicinity of the intersection of South College Avenue and West Drake Road contains a number of buildings less than 50 years old. The proposed introduction of a residential/commercial center at the southwest corner of South College and West Drake would lessen the current national district potential.

If there is National Register district potential, is this building: Contributing \_\_\_ Noncontributing X

46. If the building is in existing National Register district, is it: Contributing \_\_\_ Noncontributing \_\_\_\_\_

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**VIII. RECORDING INFORMATION**

47. Photograph numbers: 5LR.14283a through 5LR.14283j.

Negatives filed at: Electronic images held by Autobee & Autobee, LLC, Lakewood, CO.

48. Report title: Letter Report: "Determination of Eligibility for 2602 South College Avenue, Fort Collins, CO."

49. Date(s): December 28, 2017

50. Recorder(s): Robert and Kristen Autobee

51. Organization: Autobee & Autobee, LLC

52. Address: 6900 W. 26<sup>th</sup> Avenue, Lakewood, CO 80214.

53. Phone number(s): 303-906-7829

NOTE: Please include a sketch map, a photocopy of the USGS quad map indicating resource location, and photographs.

History Colorado - Office of Archaeology & Historic Preservation  
1200 Broadway, Denver, CO 80203 (303) 866-3395

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source Number: 5LR.14283  
Temporary Resource Number:



5LR.14283 – Spradley-Barr Showroom (Bldg. A) Eastern and northern elevations. Looking southwest. December 2017. Image 5LR.14283a.



Photos showing the eastern elevation before the addition of the canopy, the lowering of the showroom ceiling, and covering of the gable windows. Photos taken September 1, 1966 (right) and September 6, 1966 (left). From Coloradoan Collection, Fort Collins Museum of Discovery.

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source Number: 5LR.14283  
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97261-14-001

6/2/78

Ghents Motors (6/2/1978). Post canopy addition. Photograph located Fort Collins Museum of Discovery. 2601SCol78\_01.



5LR.14283 – Spradley-Barr Showroom (Bldg. A) Eastern and southern elevations. Looking northwest. December 2017. Image 5LR.14283b.



Item 20.

source Number: 5LR.14283  
Temporary Resource Number:



5LR.14283 – Spradley-Barr Showroom and Service Bay Section (Bldg. A) Eastern and southern elevations. Looking northwest. December 2017. Image 5LR.14283c.



5LR.14283 – Spradley-Barr Foyer between Parts and Service Section and the Service Bay Section (Bldg. A) Southern elevation. Looking northwest. December 2017. Image 5LR.14283d.

Item 20.

source Number: 5LR.14283  
Temporary Resource Number:



Ghents Motors. Photos showing the southern elevation of the Service Bay Section with original rolling garage doors. Photos taken September 1, 1966 From Coloradoan Collection, Fort Collins Museum of Discovery.



5LR.14283 – Spradley-Barr Showroom (Bldg. A) Northern and western elevations. Looking southwest. December 2017. Image 5LR.14283e.

Item 20.

source Number: 5LR.14283  
Temporary Resource Number:



5LR.14283 – Spradley-Barr Parts and Service Entry (Foyer) (Bldg. A) Northern elevation. Looking southwest. December 2017. Image 5LR14283f.



5LR.14283 – Spradley-Barr Parts and Service Entry (Foyer) (Bldg. A) Western elevation. Northern elevation of the Service Bay Section. Looking east. December 2017. Image 5LR.14283g.

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source Number: 5LR.14283  
Temporary Resource Number:



5LR.14283 – Spradley-Barr - Showroom (Bldg. A). Northern and eastern elevations. Looking southwest. December 2017. Image 5LR.14283h.



5LR.14283 – Spradley-Barr – Used Car Sales. (Bldg. B) Western and southern elevations. Looking southwest. December 2017. Image 5LR.14283i.

Item 20. source Number: 5LR.14283  
Temporary Resource Number:



5LR.14283 – Spradley-Barr – Used Car Sales (Bldg. B) Eastern and southern elevations. Looking northeast. December 2017. Image 5LR.14283j.



5LR.14283 – Spradley-Barr – Used Car Sales (Bldg. B) Northern elevation. Looking southeast. December 2017. Image 5LR.14283k.

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Source Number: 5LR.14283  
Temporary Resource Number:



Ghents Motors (6/2/1978) Photograph located Fort Collins Museum of Discovery. 2601SCol78\_02.

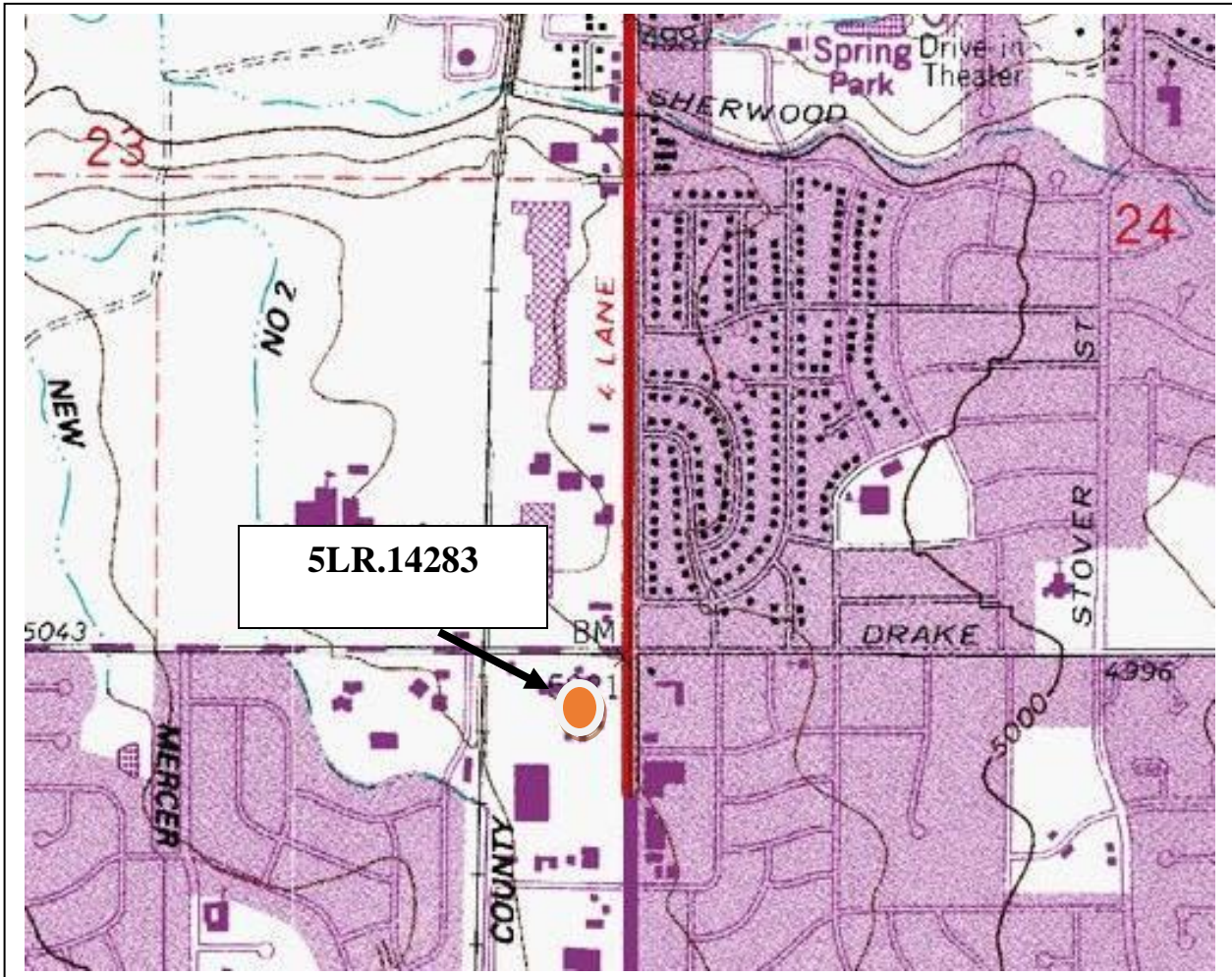


Ghents Motors (6/2/1978) Northern elevation of Service Bay Section. Photograph located Fort Collins Museum of Discovery. 2601SCol78\_03.

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source Number: 5LR.14283

Temporary Resource Number:

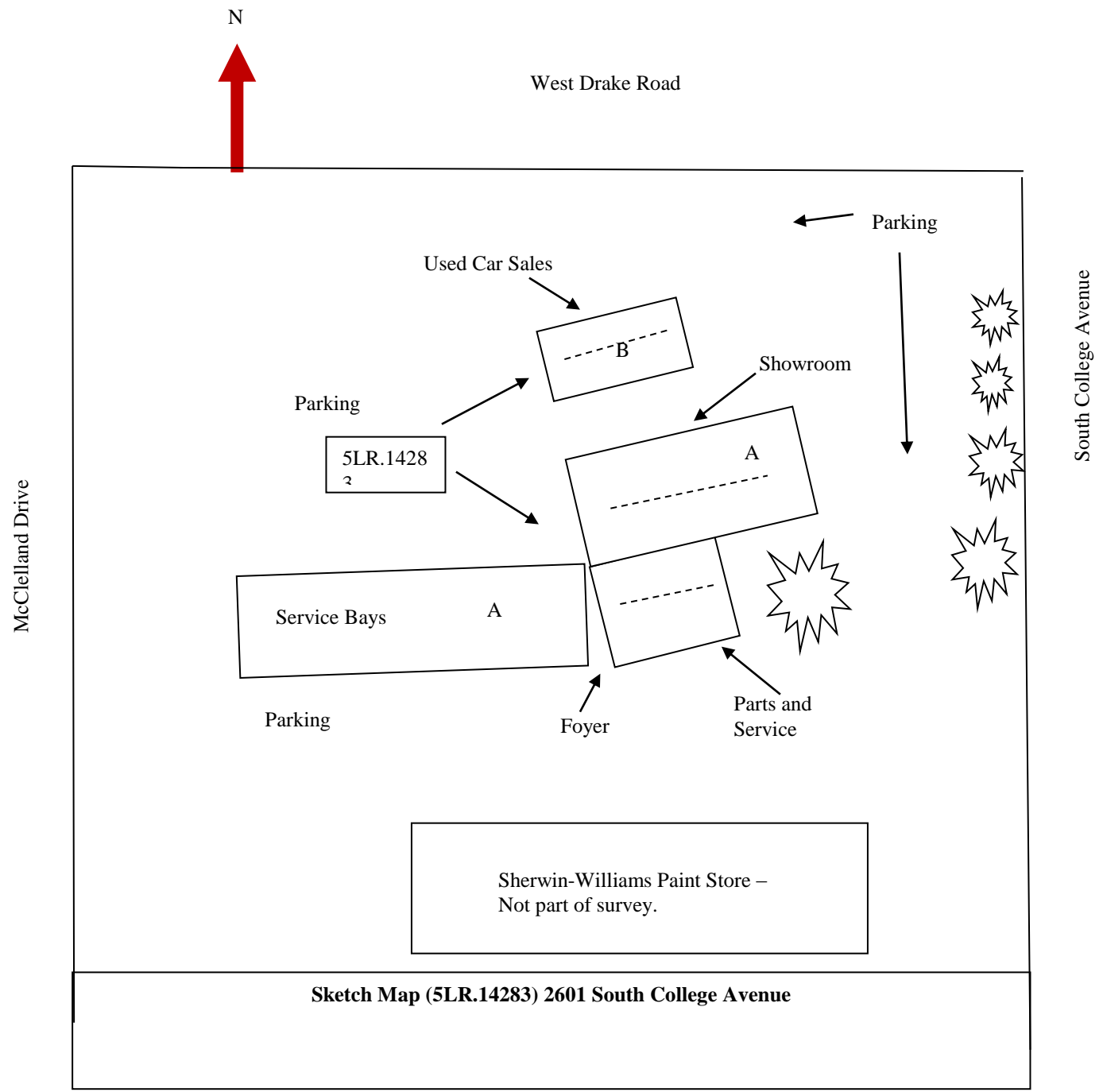


2601 South College Avenue (5LR.14283)  
 6<sup>th</sup> P.M., Township 7N, Range 69W

NE ¼ of NE ¼ of NE ¼ of NE ¼ of section 26

UTM reference Zone 13 4 9 3 3 4 9 mE 4 4 8 9 0 1 9 mN

Fort Collins 1960 (p.r., 1984), 7.5' USGS topo map Larimer County



Sketch Map (5LR.14283) 2601 South College Avenue



LANDMARK PRESERVATION COMMISSION

CITY OF FORT COLLINS

Held FEBRUARY 21, 2018

City Council Chambers

300 North Laporte Avenue

Fort Collins, Colorado

In the Matter of:

2601 South College Determination of Eligibility Appeal

Meeting Time: 5:30 PM, February 21, 2018

Commission Members Present:

Alexandra Wallace, Acting Chair

Michael Bello

Katie Dorn

Kristin Gensmer

Kevin Murray

Mollie Simpson

Staff Members Present:

Karen McWilliams

Cassandra Bumgarner

Brad Yatabe

Gretchen Schiager

\*\*Secretary's Note: Chair Meg Dunn and Vice Chair Per Hogestad recused themselves from the discussion of this item due to conflicts of interest.

1 CHAIR ALEXANDRA WALLACE: Just as a note, both Meg and Per are still going to be  
2 recusing themselves from this portion of the agenda. So, this is the...for discussion item number 3; this is  
3 the item to consider the appeal of the Determination of Eligibility for Fort Collins Local Landmark  
4 Designation at 2601 South College Avenue, which was considered eligible for its association with the  
5 growth of the automobile industry and with the Ghent family, and for its distinctive, mid-century  
6 automobile dealership characteristics. Does staff have any new information received since the work  
7 session?

8 MS. CASSANDRA BUMGARNER: Thank you Ms. Wallace. Yes, we did have some requests  
9 for additional information following the work session. The first one, what will happen with the W.A.  
10 Drake steps on the property? Staff has let the applicant know about this request and Bill Wells with  
11 Brinkman Partners has confirmed that the plan is to save or reuse the steps in any redevelopment...and  
12 they are prepared to discuss the steps at this meeting. We also had a question about the current context of  
13 the area, which I will review during my staff presentation.

14 We received an email asking about the energy efficiency of 2601 South College building as it  
15 stands. Staff forwarded this request to the applicant but also notes that this question is not applicable to  
16 the Code requirements for determining the eligibility for designation of a property. Additionally, staff  
17 does not have this information readily available to address it.

18 And then, finally, there was Bud Frick’s email with historic photos of automobile dealerships  
19 which was attached to the staff report. He sent this email on February 15<sup>th</sup> of 2018 to the Landmark  
20 Preservation Commission and staff regarding automobile dealerships from this era. Staff has forwarded  
21 this email to the applicant, included the email as an attachment, and pulled the photographs from each  
22 link into the attachment.

23 CHAIR WALLACE: Great, thank you, Cassie. Does any member of the LPC have any  
24 disclosures regarding this item?

25 MS. KRISTIN GENSMER: I was not present at the work session while this was being discussed;  
26 however, I have reviewed the audio recording of the discussion and...I suppose of the question period, I  
27 should say, and I am prepared to participate.

28 MS. MOLLIE SIMPSON: I was also not here during the work session and did listen to the audio  
29 tape and are [*sic*] prepared as well.

30 CHAIR WALLACE: Great, thank you Kristi and Mollie. Okay, so quickly to note, the LPC’s  
31 responsibilities tonight...we are not going to be considering the other two properties that were listed in  
32 the background of the section for the item...2627 South College Avenue and 132 West Thunderbird  
33 Road, because they were under 50 years of age. We are not going to be considering the economic impact  
34 and feasibility of retaining the property as being individually eligible. The LPC is also determining  
35 whether it will uphold the previous decision by the Director of Community Development and  
36 Neighborhood Services and the LPC Chair, or to overturn it...to uphold or to overturn that decision. And  
37 the Commission is also looking at the eligibility of the property at 2602 South College based on the  
38 standards that are in accordance with Section 14-5 of the Municipal Code. And, finally, this Commission  
39 is not designating the property as a landmark.

40 Okay, so does staff have a report?

1 MS. BUMGARNER: Yes. Alright, thank you Ms. Wallace, and good evening. My name is  
2 Cassandra Bumgarner; I'm an Historic Preservation Planner and I'm presenting the staff report on 2601  
3 South College Avenue...the appeal of the landmark designation eligibility.

4 On October 20<sup>th</sup>, 2017, Historic Preservation staff received an application for historic review for  
5 three properties associated with a potential development proposal at the southwest corner of College  
6 Avenue and Drake Road. As Ms. Wallace briefly stated, we did not review 2627 South College Avenue  
7 or 132 West Thunderbird Road. Neither of those buildings were over 50 years of age, so the historic  
8 review was not required for either of those properties. Land Use Code Section 3.4.7(C), Determination of  
9 Landmark Eligibility, provides the process for identifying historic resources on and adjacent to  
10 development sites, and requires that the decisions be made in accordance with the applicable provisions in  
11 Chapter 14 of the Municipal Code.

12 On October 26<sup>th</sup>, 2017, the Director of the Community Development and Neighborhood Services  
13 and the Chair of the Landmark Preservation Commission reviewed the 2601 South College Avenue  
14 property based on the provisions in Chapter 14 Section 72, and found that the proposed demolition of the  
15 primary structures on the property constructed circa 1966 would constitute a major alteration because it  
16 would negatively impact all seven aspects of exterior physical integrity. They also at that point  
17 determined that the property was individually eligible as a Fort Collins Landmark based on significance  
18 under standard A, B, and C.

19 On November 7<sup>th</sup>, 2017, Bill Wells, on behalf of the current owners, submitted a written appeal of  
20 the decision that the property is individually eligible in accordance with the appeal procedure outlined in  
21 Sections 14-6(B) and 14-72(E). The appellant has met all of the requirements outlined in the Code  
22 regarding the appeal process, including submittal of a Colorado cultural resource survey architectural  
23 inventory form, which was prepared by an independent consultant in historic preservation.

24 The 2601 South College Avenue site is on a commercial block at the southwest corner of two  
25 arterials: Drake Road and College Avenue. On the southeast corner of the Drake and College intersection  
26 is more commercial development with residential further east. On the northeast corner, there is some  
27 commercial development with residential toward the north and the east. Some of the residential buildings  
28 in this area have commercial occupants. On the northwest corner of the intersection is a commercial  
29 block with an active development review application, PDP 160043, also known as King Soopers number  
30 146, Midtown Gardens Marketplace. The application includes a proposed supermarket within the existing  
31 Kmart building, and a new 7,200 square foot retail building that would replace an existing vacant building  
32 on the northeast corner of the site. The project had a neighborhood meeting on November 2<sup>nd</sup>, 2016. The  
33 round one staff review was held on January 18<sup>th</sup> of 2017...an additional review is ongoing.

34 So, the next few slides are current photographs of the property. There are three buildings on the  
35 property, and this is showing you the showroom...and here are some more views of the showroom. Then,  
36 on this slide and the following, you start to see more of the service repair garage and garage bays. And  
37 then this is an additional building on the property which has been labeled as the outbuilding. And the  
38 proposed work is for full demolition of those buildings.

39 So, Section 14-5 of the Municipal Code: Standards for Determining the Eligibility of Site  
40 Structures, Objects, and Districts for Designation as Fort Collins Landmarks or Landmark Districts,  
41 provides the framework for making the determination of eligibility. Eligibility is based on significance  
42 and exterior integrity. The Landmark Preservation Commission must consider context as well.

1           The Code explains that significance is the importance of the site to the history, architecture,  
 2 archeology, engineering, or culture of our community, state, or nation. The property must meet at least  
 3 one of the four standards of recognized significance. I'll now be reviewing the four standards of  
 4 significance; the first is events, and a property can be associated with either or both of two types of  
 5 events: one is a specific event marking an important moment in Fort Collins pre-history or history, or two,  
 6 a pattern of events or an historic trend that made a recognizable contribution to the development of the  
 7 community, state, or nation. The second standard of significance is persons or groups. The property  
 8 could be determined significant if associated with the lives of people...persons or groups recognizable in  
 9 the history of the community whose specific contributions can be identified. The third standard of  
 10 significance is design or construction. Properties may be determined to be significant if they embody the  
 11 identifiable characteristics of a type, period, or method of construction, represent the work of a craftsman  
 12 or architect whose work is distinguishable from others by its characteristic, style, and quality, possess  
 13 high artistic values or design concepts, or are part of a recognizable and distinguishable group of  
 14 properties. Then the fourth standard of significance is information potential. Properties may be  
 15 determined to be significant if they have yielded, or may be likely to yield, important information in pre-  
 16 history or history.

17           So, just to review, there are four types of significance, and a property must meet the criteria for  
 18 one or more if it is eligible for designation. The four types, again, are events, groups and people, design  
 19 construction, or information potential.

20           So, in addition to significance, a property must retain exterior integrity. All seven qualities do not  
 21 need to be present for a site to be eligible, as long as the overall sense of pastime and place is evident.  
 22 The first two standards for determining exterior integrity are location...and that's, is this the place where  
 23 the historic property was constructed, or a place where an historic event occurred, and design...does the  
 24 property still have the combination of events that create the form, plan space, structure, and style of the  
 25 property. Next, we have setting, which is the physical environment of the historic property. Whereas  
 26 location refers to a specific place where the property was built or an event occurred, setting refers to the  
 27 character of the place...it involves, how, not just where, the property is situated, and its relationship to  
 28 surrounding features and open space. Then, we also have materials as an aspect of integrity.  
 29 Workmanship is the physical evidence of the crafts or a particular culture or people during any given  
 30 period in history. And feeling is the sixth aspect of integrity, which is a property's expression of the  
 31 aesthetic or historic sense of a particular period or time; it results from the presence of physical features  
 32 that, taken together, convey the property's historic character. And then, finally, the last aspect of integrity  
 33 is association. Association is a direct link between an important historic event or person and an historic  
 34 property. A property retains association if its place where the event or activity occurred and is  
 35 sufficiently intact to convey that relationship to an observer. Like feeling, association requires the  
 36 presence of physical features that convey a property's historic character.

37           And then, like I did with significance, this is a review of the seven aspects of integrity, which are  
 38 location, design, setting, materials, workmanship, feeling, and association. All seven qualities do not  
 39 need to be present, but it must convey an overall sense of history and place.

40           The Code also requires the LPC to consider context. Context is the area required for evaluating a  
 41 resource's...context is dependent on the type and location of the resource. For example, a house located  
 42 in the middle of a residential block would be evaluated in the context of the buildings on both sides of the  
 43 block, while a house located on the corner may require a different contextual area.

1 The framework for processing eligibility is established in the National Parks Service Bulletin 15,  
2 How to Apply the National Register Criteria for Evaluation. For standards A, events, and B, people, the  
3 aspects of integrity of location, setting, materials, and design are particularly important. For standard C,  
4 design and construction, materials, design, and workmanship are particularly important. Based on the  
5 appeal process outlined in the Code, the Commission must determine whether 2601 South College  
6 Avenue is individually eligible. If the property is individually eligible, the Commission should identify  
7 which buildings contribute to that eligibility or do not contribute. This is a new determination of  
8 eligibility based on provided evidence from the initial review and the new evidence in the form of the  
9 Colorado Cultural Resource Survey Architectural Inventory Form, prepared by an independent expert in  
10 historic preservation, and the Commission should use the above criteria from Section 14-5 to make that  
11 determination. All final decisions of the Commission are subject to the right of the appeal to the City  
12 Council. And this concludes my presentation; I'm happy to pull up any of these slides during your  
13 discussion. Thank you.

14 CHAIR WALLACE: Thank you, Cassie. Do any members of the LPC have any questions for  
15 staff? Okay, seeing none, does the appellant have a presentation to the Commission? And I ask that you  
16 state your name and sign in please.

17 MR. TODD PARKER: My name is Todd Parker; I'm with Brinkman, representing the  
18 ownership.

19 Thank you, Commission, for hearing our appeal on this, for 2601...as I said, I represent the  
20 ownership, the Spradley-Barr family, as well as Brinkman...we are a partner, general partner, in the  
21 redevelopment, hopefully, of this parcel. In direct response, I wanted to address a few things that were  
22 brought up in the presentation, or the additional materials to the presentation. The W.A. Drake carriage  
23 steps...those steps actually are an integral part of this project. In fact, the history of the parcel is an  
24 integral part of the project. We have branded this redevelopment as the Drake at Midtown, and that is a  
25 direct correlation to the W.A. Drake farm that existed there prior to the automobile dealership. The  
26 carriage steps themselves, actually, are going to be a part of the redevelopment. And, I don't know  
27 if...can staff bring up the proposed development? That slide...if that's doable? Yes, that one right there  
28 would be awesome.

29 So, this is...there's been a progression on this design, but this is not dissimilar from what we're  
30 proposing. The redevelopment of this block is really taking cues from the Midtown Plan as well as the  
31 City Plan to focus a catalyst project in the Midtown area. And, with those two plans, one of the focuses  
32 of the redevelopment is to bifurcate large block areas. You'll see a large...or, a long north-south drive,  
33 and we've actually made that more of a winding drive, and it's going to have about a 30 to 50 foot buffer  
34 on either side of it for gathering areas, parks, green areas...and the carriage steps are going to be integral  
35 into those areas. How that is to be integrated, I'm not a hundred percent sure yet; design hasn't  
36 progressed to that point. But we're going to take the carriage stones...carriage steps, and make it part of  
37 that arcade area.

38 I also wanted to address...I know it's not part of the determination, but, Mr. Bello had a question  
39 on the efficiency of those buildings. Talking with Bill Barr today, the inefficiency of that building is  
40 reflected in a lot of what...the energy that is going out that main window...it just has a reflection. This  
41 last month, Spradley-Barr paid \$8,000 in gas and electrical bills for heating, as compared to their Ford  
42 dealership on South College, they only paid about \$2,000, \$2,200 for that same gas and electrical bill for  
43 about twice the size; the Ford dealership is about twice the size of this one, so it really is a financial

1 burden on...the current architecture is as well. I know it's not a part of the determination, but to address  
2 that question.

3 And then, the last part is in response to the photographs that Mr. Frick provided to staff and was  
4 copied to us as well this last week. I was looking at...in reflection of the architecture being indicative of  
5 something that can be defined as mid-century modern. The photographs that were provided are similar to  
6 what is currently on the site; however, I would also present that if you look for those properties today, I  
7 could only find one that is in existence as an existing...as it was existing...as it was previously built out.  
8 So, that architecture...to say that that architecture style is unique for this time period, I think is arguably  
9 erroneous, and I actually have provided...or, have...can provide the Commission those same  
10 photographs. I did some research and did a print out of those, and I have it on a flash drive too, if that's  
11 admissible to the Commission.

12 And then, as staff also noted, there was a third party...as part of the appeal process...the third-  
13 party investigation. And, with me, I have Kris Autobee, and she was going to address the Commission as  
14 well, if that's okay?

15 MS. KRISTEN AUTOBEE: My name is Kris Autobee...what else to I need to tell you as my  
16 introduction?

17 CHAIR WALLACE: Just sign in please, thank you. If you could...if you could actually state for  
18 the record who you are with.

19 MS. AUTOBEE: Okay, my name is Kristen Autobee and I'm with Autobee and Autobee, and I'm  
20 really here to answer any questions you might have about our report, our findings. We don't often end up  
21 on the side that says 'not historic,' so it's kind of a new place for us.

22 CHAIR WALLACE: Well, at this time, we're just taking in to consideration if you have any  
23 presentation or anything you would like to share with us and make known.

24 MS. AUTOBEE: Again, about the architecture, I guess I would encourage you to keep in mind  
25 the car dealership, auto dealership, auto showroom, is not a recognized form of architecture under the  
26 state of Colorado in the Colorado lexicon that we're in. In the OAHF Field Guide to Architecture, this  
27 falls under specialty...under specialty shop, or specialty commercial. So, it really needs to be part of a  
28 broader look at architecture and not simply at auto dealerships in Fort Collins, because other types of  
29 showrooms such as furniture, or hardware, or motorcycles, or other things are sold out of those same  
30 styles of buildings, or types of buildings. So, there isn't actually a style called 'auto dealerships.' So,  
31 you're really needing to consider that as part of this.

32 I also would like to encourage you to think in terms about the amount of change that has  
33 happened to character-defining features of this structure. The façades that seem to be of the most interest  
34 are on the east side and on the north side of the building of the main showroom. That really only  
35 represents about 30% of the building. Another almost 30% has been changed, and what I would consider  
36 to be character-defining elements, which are the rolling doors along the service bays. There's been a  
37 tremendous loss of glass...that building has a very different look from the original photographs, with very  
38 light, airy, open...it has a very different feeling with the modern doors in it, and I would ask you to  
39 consider that and those changes to that physical integrity, the historic integrity, as part of that.

40 Again, I'll answer any questions about the report.

1 CHAIR WALLACE: Thank you. Do any Commission members have any questions of the  
2 appellant?

3 MR. MICHAEL BELLO: Yeah, Mr. Parker, can I ask you? So, what's the ability to be able to  
4 sever the garages from that showroom section? Is that possible? And keep the integrity of the  
5 showroom?

6 MR. PARKER: The...not being a structural engineer, I can't truly answer that Mr. Bello;  
7 however, I will say that in one of our initial design concepts with the ownership group, we did look at  
8 severing the auto body and...well, the auto body shop; there's like 15 bays there or something like that.  
9 We looked at severing that, taking that out, because it ran where that north-south drive was at, and leaving  
10 the main building. But, we couldn't make that work, and because of the way it was inefficient energy-  
11 wise, the ownership decided they didn't want to pursue that, so we didn't look at it any further.

12 MR. BELLO: Thank you.

13 MR. PARKER: Yep.

14 CHAIR WALLACE: Kevin?

15 MR. KEVIN MURRAY: So, Ms. Autobee...is that right?

16 MS. AUTOBEE: Autobee.

17 MR. MURRY: Autobee. Are the three things that, if I read your survey correctly, the three things  
18 that you guys felt were detrimental were the front overhang, the roofing type, and then the garage doors.  
19 Is that correct?

20 MS. AUTOBEE: Yes.

21 MR. MURRAY: Okay.

22 MS. AUTOBEE: We felt those were the character-defining elements of this building. That,  
23 without those pieces, you have a significantly different look and feeling to that structure.

24 MR. MURRAY: Thanks.

25 CHAIR WALLACE: Any other questions?

26 MR. BRAD YATABE: Madam Chair, Mr. Parker did offer some photos, I believe, in association  
27 with Mr. Frick's...the photos that he had provided. I didn't know if the LPC was interested in viewing  
28 those, or wanted to do anything with that information.

29 CHAIR WALLACE: Yes, I think we would be interested in seeing those.

30 MR. PARKER: I can do one of two things; I have them on a flash drive, or I printed them out.  
31 What would you prefer?

32 CHAIR WALLACE: Probably if we can do flash drive...you can access those.

33 MR. PARKER: So...these are a demonstration of a before and after for...I think there's...I didn't  
34 count, but maybe a dozen, short of a dozen, examples that were provided in the email chain. And, what  
35 I've done is taken the examples where I could see a name and determine a location, and then...like I said,  
36 did a before and after. And you can see in each one of these, the...okay, thank you. So, you can see the

1 before here being...zoom in, even, probably not. You can kind of see the similar sort of architecture  
 2 that's referenced...the low-slope roof, the big panes of glass off of pretty much the whole gabled end of  
 3 the building. And then you can see what it is today...this is an example in Clean, if I mispronounce it I  
 4 apologize...Texas. Second...I'll go through these somewhat fast. The second one is Herb-Gould Ford  
 5 dealership, and see how its changed over the years; that's in California. The one in New York, not a  
 6 dissimilar look; it's actually turned into an ice cream shop. This one is the Gillboy Mercury, if I'm  
 7 reading it right, and that's in Pennsylvania, and it's now the modern version of the Ford. This one's an  
 8 interesting one; it's actually in a suburb of Detroit, Royal Oak. You can see the Royal Oak Pontiac  
 9 dealership up top. The middle photograph is what it was on Google, so they've scraped it and they are  
 10 doing something with it. And then right across the street, the interesting part is, you can see the old...I  
 11 don't know if they're designated, but historic buildings across the street. So...the end points of that  
 12 architecture as well.

13 And this is the one building that I could find an example where they maintained the old building.  
 14 You can see the low, sloped roof. Up here, you can even see the pre-engineered metal building in the  
 15 background. Same thing...a little hard because it's off the street a ways. You can see the same low  
 16 slope, and then the metal building in the background; and you can even see this telephone pole is still in  
 17 the back here...and all the wires that make it look all pretty. But this is the only one that I could even find  
 18 that was the same building, and that's in Ohio.

19 And, like I noted there, a few of these are back east, which, you know, arguably, has a very strong  
 20 passion or sense of what is and is not historic. And then to have one of the dealerships in Detroit,  
 21 Michigan, and they scraped that one as well...I think might say something to that same argument. Does  
 22 that provide context?

23 CHAIR WALLACE: Thank you.

24 MR. PARKER: You bet.

25 CHAIR WALLACE: Any other questions that the commission has?

26 MR. BELLO: Yeah, so I guess I'm trying to understand...Mr. Parker, what your argument is  
 27 here? That the fact that these have been scraped...isn't that kind of supporting the fact that this is the last  
 28 of the type of architecture that we should then preserve?

29 MR. PARKER: Sure...I'm not an historian, but speaking with Kris, and maybe she can get to it  
 30 better, but the mid-century modern period really predates even the construction of this building, which  
 31 was 1966, and you can find different documentation, but it actually goes up until like the mid-1960's.  
 32 Not to say that it can't still be built to that style, but to say that it's unique to that period is not the case.  
 33 So, the argument is, is that other jurisdictions did not see anything unique in that architectural style.

34 MR. BELLO: Gotcha. Okay, thanks.

35 MS. AUTOBEE: I would add to that in saying that Fort Collins...again, if we look at this...can  
 36 you put up a picture of the current building? Thank you. Again, if we're looking at this as being a non-  
 37 style, a non-form, a non-ground print, and that leaves us with construction type and construction  
 38 materials. Fort Collins retains several structures that are of this same construction method and  
 39 construction materials. For example, the Safeway that is on College...is that still standing? It was last  
 40 time...the marina style with the nice curved roof? Again, that's large, metal frame, plate windows with  
 41 the stone façade. Front Range Power Sports, a smaller example, but again, it would appear to be concrete  
 42 block with the stone façade and the large windows. So, this is not as unique as it might sound. It might



1 be the only one that's currently in use as an auto dealership, but these elements are in other buildings in  
 2 Fort Collins. So, again, it's not the only one, so to speak, because it isn't of an official style. So, in  
 3 looking at it in terms of construction method and construction materials, Fort Collins has other examples  
 4 of this.

5 MS. KATIE DORN: I have a question for Mrs. Autobee. In your research, I'm just curious, those  
 6 two earlier locations for the auto dealerships...are those still existing?

7 MS. AUTOBEE: I didn't go so far as to look to see if the building was still there or if it had  
 8 been...if there was some re-façading or any other changes. I did not look at that. I think that it's  
 9 incorrect to call this an early auto dealership. Fort Collins has auto dealerships as early as 1909; that  
 10 would be the auto dealership to preserve, and to really say, this is what kicks it off. By the time this  
 11 building is built, a lot of the city planning is in place for the automobile. This is 50 years after the advent  
 12 of the car in Fort Collins. So, I don't feel that it's a really strong argument to say that this somehow  
 13 continues to influence that. We're kind of stuck with the car. This might be the middle period of car  
 14 ownership if the young trendies have their way and we have a lot more public transportation, maybe the  
 15 car goes away. Maybe that increases the importance of this, but that's in the future. So, no, we didn't  
 16 look into those other structures. I would also argue that Frank Ghent, in terms of his importance, also  
 17 predates this building, and for exactly that reason: he has two other locations prior to this.

18 MS. DORN: Did you look at the entire Ghent family, including his son that he started the  
 19 dealership with, or just Frank?

20 MS. AUTOBEE: We just looked at Frank, and the reason for that is, I believe that his son's home  
 21 is already recognized. Is that correct? Am I right about that? That one of the sons' homes is recognized?

22 MS. KAREN MCWILLIAMS: I'm sorry; I couldn't answer that question; I'm not aware that  
 23 we've recognized a home for the son, so...I don't know.

24 MS. AUTOBEE: Okay. So, no, we looked specifically at Frank Ghent, and one of the reasons we  
 25 looked really, specifically at him, is that his importance to the city of Fort Collins seems to predate even  
 26 his...it comes from other things other than selling cars. He's a naval vet from the first World War, he  
 27 tries to homestead after that, comes back to town, starts another dealership, by that time, the second  
 28 World War is getting underway, he's a member of the Civil Defense, he goes on to be a Highway  
 29 Commissioner for a brief period of time. So, it doesn't...I don't know that this building represents Frank  
 30 Ghent in such a way that you can't separate the two and still tell a good story.

31 I look at historic preservation this way: these are the buildings that we feel so strongly about that  
 32 we take them with us into the future, because the future can't understand our current story without them.  
 33 And so that's part of how we looked at the story of Frank Ghent, the story of the construction  
 34 methods...is, did that weigh so heavily. And that's perhaps a little bit beyond what the City of Fort  
 35 Collins standards are, but in theory, that's historic preservation.

36 MR. MURRAY: Ms. Autobee, I heard you say earlier, and I want to just make sure...confirm this  
 37 for me. You said that it's probably not as significant as an earlier, like 1909 auto, but you said it would  
 38 probably be significant as a mid-automobile era?

39 MS. AUTOBEE: If the automobile goes away in 50 years, yes. But that's a hard thing to base a  
 40 judgement on today, does this tell the story of auto dealerships to the extent that we have to have this one  
 41 or the set is incomplete, the story is incomplete.

1 MR. MURRAY: And then one other question, on the lexicon that you brought up.

2 MS. AUTOBEE: Yes.

3 MR. MURRAY: Wouldn't you think the style would be mid-century modern with the type of  
4 commercial?

5 MS. AUTOBEE: No.

6 MR. MURRAY: No? Why is that?

7 MS. AUTOBEE: There's...that phrase is not actually in the lexicon. And right now, the state  
8 historic fund, the lexicon there, kind of catching up with mid-century modern because it's suddenly  
9 becoming important. So, really looking at it from what is in the lexicon to date, and what is in the field  
10 guides at this point in time, it becomes a commercial building, it becomes a specialty store in terms of its  
11 use. But, we really can't call it mid-century I don't think. It's built in the mid-century, but that's a time  
12 period, not a style.

13 CHAIR WALLACE: I'm curious, did you happen o consider the context of College as a main  
14 thoroughfare connecting...as part of 287, potentially connecting to the Lincoln corridor...did you  
15 consider that as a context.

16 MS. AUTOBEE: That's an interesting thing to consider on this, and perhaps that's why the stone  
17 is only on the north and the east side when that structure is built. I don't believe that there's a lot of  
18 development to what is the southeast of that. And in fact, the other two buildings on this parcel are not  
19 being considered because they weren't built yet. So, that's open space. In some ways, that building has  
20 lost its context for how you would view it coming from Fort Collins. When the structure is built, its only  
21 as the permits are being pulled that the City of Fort Collins annexes that property. So, again, that was  
22 outside of town at the point at which the Ghent family is pulling permits. And, contextually then, that  
23 must mean that there's not a lot beyond that. But, of course that's outside the scope of our work.

24 MS. MOLLIE SIMPSON: I'm sorry, you just said that the...can you repeat what you said about  
25 not being able to understand the building because everything was developed around it. I'm...what did  
26 you say about that again?

27 MS. AUTOBEE: I think our understanding of the building historically...in 1967, if you went to  
28 build...or to buy a car here, you're probably approaching it from the northeast. That's why those walls,  
29 those façades, are the most decorative.

30 MS. SIMPSON: And did you take the building orientation on the site into consideration with  
31 that?

32 MS. AUTOBEE: That absolutely takes it into consideration. Again, people aren't necessarily  
33 coming...he's not advertising...the point of commercial architecture is to advertise your business. And  
34 so, he's advertising his business and how clean and how sleek his architecture is, that it is modern at that  
35 moment in time. He's trying to give his customers a feeling of security. They're coming to this nice,  
36 new, modern place. I don't know that that's how we read that building today, but in 1967 we would have.  
37 And, we would have been coming, then, probably, from the north and the east. And, again, that's why  
38 those two façades have the stone work on them; that's why those façades, and why the building is slightly  
39 turned in that direction.

1 MS. SIMPSON: If you're standing on the north and east corner, how is that changed? I'm just  
2 not understanding that.

3 MS. AUTOBEE: I wouldn't say that...the orientation of the building has not changed, that's true.  
4 But, I'm not sure that we read that building with the same eye toward the decorative as what we would  
5 have in 1967.

6 MS. SIMPSON: Wouldn't you say the decorative part is what's inside the windows, though, and  
7 that's why he has the larger windows in order to sell what's inside?

8 MS. AUTOBEE: When I say decorative, I'm referring to the stone work that's been applied to the  
9 exterior. That's the decorative feature of that building.

10 MS. SIMPSON: Okay, I see.

11 MS. AUTOBEE: But, again, that only covers about 30% of the structure.

12 MS. SIMPSON: Which is still visible from the northeast corner?

13 MS. AUTOBEE: It's still visible, yes.

14 MS. SIMPSON: So, it hasn't changed?

15 MS. AUTOBEE: No, but what is beyond that building has. There are new...there are other  
16 buildings now within the sight line, so that has changed...that context of the neighborhood has changed.  
17 And those are not being considered on this review because they are less than 50 years old.

18 CHAIR WALLACE: And, I reviewed your report, but I just wanted to clarify that the front  
19 addition was circa '72 to '78, is that correct? When that was extended?

20 MS. AUTOBEE: Yeah.

21 CHAIR WALLACE: Okay. Yes, Kevin?

22 MR. MURRAY: Actually...I actually have to have you change to a different page and all that,  
23 but the Coloradoan picture shows that it was installed about a month after it was built in 1966, October  
24 1<sup>st</sup>.

25 MS. AUTOBEE: Do you know...may I ask you a question?

26 MR. MURRAY: Sure.

27 MS. AUTOBEE: Do you have an idea of why that was added on?

28 MR. MURRAY: I have no...no...I'm old, but I'm not that...well, I'm that old I guess. But, just  
29 in the picture, it's...let me see...I was going to save that for discussion, but...page 135 shows the  
30 Coloradoan photos. And...of October 1<sup>st</sup>, 1966, and it's installed in those pictures.

31 MS. DORN: And, Cassie, what is the date on those...'66?

32 MS. BUMGARNER: So the date is October 1<sup>st</sup> of 1966.

33 MS. AUTOBEE: I think it's interesting that they would need to make a modification so quickly.

34 MR. MURRAY: Maybe it was a hot summer, I don't know. But, I think the page before is  
35 September, and it shows it without it.

1 MS. AUTOBEE: Yes.

2 MR. MURRAY: So, it was added...

3 MS. AUTOBEE: I read that as being there was some...forgive me for using the word, but some  
4 failure in the use of that building, if it is the sun. And then of course those windows are going to create a  
5 tremendous amount of heat on the inside, that they have to make an immediate modification.

6 CHAIR WALLACE: True, but that is something to consider, that the alterations would also be  
7 historic at this point, and not dating to the 1970's.

8 MS. AUTOBEE: Accepted.

9 CHAIR WALLACE: Okay. Any other questions from the Commission?

10 MS. DORN: Sure...do you know of any other existing buildings that are associated with Frank  
11 Ghent in Fort Collins?

12 MS. AUTOBEE: I did not look specifically for that.

13 MS. DORN: Okay, thank you.

14 CHAIR WALLACE: Okay.

15 MS. SIMPSON: You state in your report that Frank Ghent...the majority of the work that he did  
16 for the town of Fort Collins was predated...this building. Do you have years on any of that stuff by  
17 chance?

18 MS. AUTOBEE: The area of the report where we talk about that history is on...

19 MS. SIMPSON: I apologize; I did not see that, so if I missed that, I'm sorry.

20 MS. AUTOBEE: On page four of the report is where we talk about his World War I service. His  
21 first car dealership is opened in 1940, so he's been in business 26 years when he builds this structure. So,  
22 this is...again, it's not his first, it's not the first car dealership, it's not the beginning of something, it's  
23 very much in the moment I would say. That's not a good historic way to explain what I'm thinking; I  
24 apologize for that.

25 MS. GENSMER: To follow-up on that question, going to page four on the report when you  
26 discuss when...or that he was a Colorado Highway Commissioner. When was that? Was that during  
27 World War II while he was also part of the Civil Defense Organization?

28 MS. AUTOBEE: I believe that is the case.

29 MS. GENSMER: Thank you.

30 MS. SIMPSON: One of the other documents we have also states that he served on the Water  
31 Board of Fort Collins; do you know when that was?

32 MS. AUTOBEE: I do not know when that was.

33 MS. SIMPSON: Okay. He was part of the Northern Colorado Rod and Gun Club...any idea on  
34 that? I don't know that that's important, but...?

1 MS. AUTOBEE: Again, do those things...is that story told through this building? Is his  
2 ownership of a car dealership, his building of this...is his story so well told through this building that  
3 that's important here?

4 MS. DORN: But I guess the question is also, are there other buildings associated with him that  
5 still exist?

6 MS. AUTOBEE: Again, I don't know the answer to that because the question was, is this  
7 building indicative of this man's life? Is saving this building the best way to preserve his memory, the  
8 best way to honor his legacy as a dedicated community participant and...I mean he was very much a  
9 member of the community fabric; that's obvious. What isn't obvious, is that community life in  
10 relationship to a business he owns?

11 MS. SIMPSON: It looks like another document we received from 1980 shows that the Ghent  
12 dealership was awarded quite a significant award, which was a business that Frank Ghent and his son  
13 started. Did you take this award into consideration?

14 MS. AUTOBEE: Yes...and I'm not sure if this is the award that's awarded to him by other car  
15 dealerships?

16 MS. SIMPSON: It looks like Times [sic] magazine.

17 MS. AUTOBEE: I don't know that Time magazine awarded him anything; they might be  
18 reporting on that. And I don't have that document in front of me. So, that I can't speak to. There is no  
19 question that this is a going concern...that Frank Ghent builds a successful business. But, is that what is  
20 memorable about Frank Ghent?

21 CHAIR WALLACE: Mollie, is this the article that you were thinking about with the other article?  
22 Okay...so the first line on that one? That Dwight Ghent, president of Ghent Motor Company of Fort  
23 Collins will soon be featured in Time magazine. And then also that Ghent recently was one of the 70 car  
24 dealers in the nation named a Time magazine quality dealer award winner for 1980. Okay.

25 MR. MURRAY: The problem might be with that is that Dwight wasn't researched, Frank was.

26 MS. SIMPSON: I would agree.

27 CHAIR WALLACE: Okay, are there any other questions that we would like to ask Kris? Okay.  
28 Thank you.

29 MS. SIMPSON: I have one question for the other gentleman. The images that you shared of the  
30 buildings that were scraped that looked similar...or altered, scraped or altered. Do you have years when  
31 those were scraped or altered?

32 MR. PARKER: No, it was just research I did in about a 24-hour period, so I didn't have time to  
33 figure that out.

34 MS. SIMPSON: Okay, so it might have been before the 50-year period where they might have  
35 been more significant?

36 MR. PARKER: Potentially; I think there are some that are indicative of being after...or well  
37 within that 50-year period, like the new Ford dealerships. But some of them very well could be, yes.

38 MS. SIMPSON: Okay.

1 CHAIR WALLACE: Okay, thank you. Does staff have anything they would like to add in light  
2 of the appellant's presentation?

3 MS. BUMGARNER: Yeah, I just wanted to address Ms. Dorn's question about the two other  
4 locations. Staff had looked those two up...neither one exists anymore. One, the Mountain Avenue  
5 address is now the Mitchell Block, the site of the Fort Collins Food Co-op. And then, the College  
6 Avenue address is now what is Beau Jo's and City Drug.

7 CHAIR WALLACE: Thank you Cassie. Okay, does the Commission have any questions of staff  
8 or any other questions for the appellant before we move into...away from public comment...or move into  
9 public comment...apologies. Okay, seeing none, are there any members of the public that wish to  
10 provide comments on the appeal to the Commission? Okay, seeing none...do any of the Commission  
11 members have any additional questions before we close the public comment and move on to our  
12 discussion? No...

13 MR. MURRAY: Do we have a discussion session on this too?

14 CHAIR WALLACE: Yes. Okay, then we will close taking of evidence and move into a  
15 discussion amongst ourselves in front.

16 MR. MURRAY: Sorry, did you say discussion?

17 CHAIR WALLACE: Yes, yes I did.

18 MR. MURRAY: I'm new at this, guys, so bear with me. I hear the...you know, it might not be  
19 Frank Ghent's best memory, but I wonder if this isn't, probably, you know, the best example we have of  
20 a...I know, if it's not the lexicon...but, commercial building of this style for the age, especially talking  
21 about context right now with the parking lot around it. Not sure it's the best use, but it has...you know  
22 what it is, and you recognize it as something that you would have seen growing up or whatever.

23 MS. SIMPSON: I would agree with that; I also feel strongly that this might not be a great  
24 example considering that it's not from the era of when the automobile started in this area, but it  
25 definitely...it's definitely a great example of an auto-centric time period of when Fort Collins was formed  
26 and how it was formed. Drake Road and the way the building is oriented with the front angled towards  
27 the road so when you're driving down, you can actually see into the building. I think it's very...it's a  
28 good example of that, a great example of an era of when the automobile was more important. Something  
29 to consider.

30 CHAIR WALLACE: That was something that I was also considering, especially when I was  
31 considering it...the span of it...that the Lincoln corridor, which I know that you had done some work on  
32 so you might be able to speak to that more than I, but...how that extends throughout town and particularly  
33 at that intersection, it seems to be a crossing point within the community, and that's a long stretch of road  
34 for College to go, and I know that there have been quite a few car dealerships...and most of them have  
35 been more recent, but that particular property has been here, perhaps one of the longer times, to my  
36 knowledge.

37 MR. BELLO: I hear what you're saying...I think the front building is probably the significant  
38 portion of this in terms of the architecture, and the history. I think the garages are certainly something  
39 that's been changed over time; you can tell from the photos. It's not consistent with the...and I'm not  
40 sure if we would apply this, but not consistent with the Land Use Code in terms of being able to have

1 garages like that. But, it seems to me the entire structure is not something that would be identifiable in  
2 that regard. From the history, it's mostly just that front structure.

3 MR. MURRAY: Just kind of a point of information, I am this old. I do believe that roof, going  
4 by it every day going to Greeley to work for a while, was a hot tar and gravel roof, and it was kind of light  
5 brown in color...the gravel was like a pea gravel. They probably got tired of it raining down on the new  
6 cars, or something like that. But, anyway, I'm not sure...I mean, keeping the style of the building and the  
7 way it faces and all that, to me, is...says that the change of roof doesn't really change it. And garage  
8 doors could always be changed back. I'm not sure if...maybe it's not our position to think about how  
9 anything could be developed well, it's just more whether or not it's...it's individually eligible. But,  
10 yeah...

11 CHAIR WALLACE: I agree with that; the roof shape is still there; the structure is still there even  
12 though the material has changed. And, in terms of the garage doors, the voids are still there...so, the  
13 garage doors could easily be changed back with new glazing. I don't see that as a concern, considering  
14 the voids are still there. When I was considering this property, I was really trying to figure out what I  
15 would consider some of the character defining features, as Ms. Autobee had mentioned. And, they were  
16 definitely the stone, which are still intact...it's that front A-line...or not A-line, but that higher pitched  
17 gable, and that's still intact. One of the things that I was getting stuck up on was that canopy, and then  
18 finding out that that actually is an historic addition. Because the other additions, like Mollie mentioned,  
19 the doors and windows can be changed. The additions to the west side, I don't see as being incredibly  
20 significant. But the only other one that I'm thinking of is that roof. But, most of the character-defining  
21 features, especially the windows, and the canopy, and the shape, I think, are all still intact. And so, I  
22 think that it fulfills the...most of the integrity that I'm considering according to Code.

23 MR. MURRAY: It just hit me; I hadn't thought about this before, but, if we're going on the 50-  
24 year theory, the used car office and carwash in the back...it's kind of a cool building, but I'm not sure  
25 when that was put in. I read in some of the information that it came later...I'm not sure if that was in the  
26 '70's or something like that. I mean, it helps a lot in context with the other stuff. But, it might not  
27 be...it's not as old, I don't think, as the showroom.

28 MS. DORN: I definitely agree that the design aspect of integrity remains intact, and I do agree  
29 that perhaps the material aspect of integrity has been lost with this building.

30 MS. SIMPSON: That might be true, but I would also say that both location and setting are pretty  
31 intact.

32 CHAIR WALLACE: So, in looking at Section 14-5 of the Municipal Code, the standards for  
33 determining eligibility of sites, structures, objects, and districts for designation as Fort Collins landmarks  
34 or landmark districts, number four, the standards for determining exterior integrity, location, design,  
35 setting, materials, workmanship, feeling, and association...I think it might be helpful to go through them  
36 and see which ones the Commission thinks are still intact.

37 MR. MURRAY: Well, starting off with the top one on exterior integrity...the location. I think  
38 the buildings stand in the same spot they are and the way they did originally with the parking lot all  
39 around it...asphalt around. And, I did just answer my own question though too...the used car building  
40 was put in 1967. So, my mind, the location fits, and also, the design of the building and it being turned  
41 toward the existing city and all that still exists. The setting obviously changes but it also goes back to  
42 when the city wanted to have parking lots out front and the buildings back from the area, like the Kmart  
43 place, and I believe Key Bank is the same, but not in context. The Walgreens is it? On the corner? That

1 has more the new design where you have it out by the sidewalk. The feeling...you feel like you're going  
 2 to the car...you know, the car dealership. So, and I feel the association, which I know is a smaller area of  
 3 integrity, but it's associated with expanding the city to when the car people moved out of the heart of  
 4 town with the idea that things were expanding in the city and moving out, and is also associated with the  
 5 expansion of auto as automobile is the main center of transportation.

6 MS. SIMPSON: Can you pull up the definition of setting, please? Thank you.

7 MS. GENSMER: In this case, with the definition directly in front, I would say that setting is  
 8 preserved, specifically the part that says it involves how, not just where. And by that, I mean how it  
 9 relates to College Avenue in that location, how it interfaces with the road...it is a car dealership; it's  
 10 directly tied to the transportation corridor in that way.

11 MS. SIMPSON: I would agree with that. Both Drake and College are still intact.

12 MS. GENSMER: Yes.

13 CHAIR WALLACE: Any thoughts on workmanship? If that remains intact?

14 MR. BELLO: Well, I guess, you know, for this type of building, I would say it's probably there,  
 15 but I don't think the workmanship is anything like, you know, real craftsmanship; it's a fairly simplistic  
 16 architecture from that standpoint. But, for this genre, for this type of building, it's consistent with what  
 17 was built at the time I guess.

18 CHAIR WALLACE: And what about materials?

19 MR. MURRAY: Well, I think materials, you know, it really talks to when everybody...the big  
 20 glass and lots of lights to give you an idea of looking in and seeing your shiny new car. I think that was a  
 21 new development...the idea that you could use big glass and it didn't fall over...or you could still have  
 22 the structure with a less showing structure, because the glass could go all the way to the corner. So, I  
 23 think it's a good example of that. And the materials are all there. I'm not sure if the stone...it's moss  
 24 rock, which was big in the '60's and '70's in Fort Collins in commercial buildings...I'm not sure if that's  
 25 a pre-stress panel, or if that's put on concrete block...applied...and it could be either one.

26 MS. GENSMER: To me, the use of the large windows in that way gets more at design. With  
 27 materials...I mean, it is part...the glass material is obviously part of it, but with materials, I'm  
 28 considering more how much of the actual historic fabric is intact. We know that the roof itself, while it  
 29 has that form, that design, we know the materials were replaced in that regard.

30 CHAIR WALLACE: Plus, I think it was 27 out of the 34 windows or doors had been removed or  
 31 replaced, so that's a significant number.

32 MS. GENSMER: Yeah, I would agree with that. So, I'm not sure about the integrity of the  
 33 materials, though I do think other aspects, such as design, are there.

34 MR. MURRAY: So, what windows were replaced...27 out of 34?

35 CHAIR WALLACE: Of the paneling for the doors, the sliding doors are no longer original.

36 MS. GENSMER: Yeah, and when they were replaced, they had less glass than the others.

37 MR. BELLO: These are the garage doors?

38 CHAIR WALLACE: Yes.



1 MS. GENSMER: Yes.

2 CHAIR WALLACE: Any other Commission thoughts on materials? So, on that discussion, it  
3 seems that we lean towards six out of the seven are intact, for the qualities for integrity, so that's  
4 definitely a preponderance I would say, so that's something that we can consider. If we also consider  
5 previously within the Code, the standards for determining significance, usually associated with events for  
6 standard A, for standard B, persons or groups, and design or construction for standard C, and D, which I  
7 don't think pertains to this information potential. As a Commission, do we have any thoughts on whether  
8 or not it meets one or more of these levels of significance?

9 MS. DORN: I'm not convinced that it meets the design construction standard because of, like,  
10 what Mrs. Autobee mentioned, that unfortunately this type of building is not included in the state lexicon.

11 MR. MURRAY: I know the state lexicon is not always what the City uses, but I'm thinking that  
12 they, by not being in the lexicon...and I think Ms. Autobee said, also, the state is still trying to catch up  
13 on their lexicons too. I think as far as the design and construction goes, even though it may not have a  
14 name, it's obvious to everybody what era it comes from, and that most of the main parts are there in my  
15 mind. I don't know if events...events is kind of such an open word. But, in my mind, it's significant in a  
16 pattern of events of, you know, the automobile industry moving out to the sticks, and opening wide up to  
17 get more space and all that. But is this supposed to be more of a specific event, like somebody was hung  
18 from the front of the building or something like that.

19 CHAIR WALLACE: Well, according to the standards for events, the second option under events  
20 is a pattern of events or an historic trend that made a recognizable contribution to the development of the  
21 community, state, or nation. Do you think that it fulfills that?

22 MR. MURRAY: I think it was trendy when it was built, so maybe number two, not number one  
23 though.

24 MR. BELLO: Yeah, I'm struggling with it being a recognizable contribution to the development  
25 of the community. I don't see Fort Collins being a community of auto dealerships or of this type of  
26 building, so I'm not sure it's recognizable. I mean, if you talk about this kind of context, I would think of  
27 downtown...the buildings downtown that are significant in terms of what Fort Collins is all about, and  
28 how that's contributed to the development of the community. But, I don't see this one building as doing  
29 that.

30 MS. SIMPSON: I see the event or historic trend being the car-centric development of our city and  
31 how it was designed for cars, and this building reinforces that, being a car dealership.

32 CHAIR WALLACE: Well, I'm wondering, too, if that area to the south was more open, if that  
33 would help to encourage the southward movement that the community has seen since the 1970's. I know  
34 the mall opening up and a lot of that movement...moving away from the downtown area. I think an  
35 argument may be able to be made that those businesses helped encourage that southward movement as  
36 well.

37 MR. BELLO: You're saying this building helped develop it? Because it's turned its back to the  
38 south, basically, right?

39 CHAIR WALLACE: Possibly, but I guess I'm thinking, if the area to the south had been more  
40 open, and then businesses starting to trickle down further south away from the downtown area, then that

1 could be part of that trend of southward movement for businesses and movement of citizens. I don't  
2 know; I'm just trying to base it on the spot, thinking of the 1960's and '70's and '80's in Fort Collins.

3 MS. SIMPSON: And in the report, it talks about the Ghent annexation happening at the same  
4 time as the Ghent dealership was being built. The lights...I believe it said that the lights were also put in  
5 at that corner at that time.

6 MR. MURRAY: The City actually...it says in the stuff that they...accepted the plans that the  
7 County had to allow it into the city to build curb and lights. And I think at the same time, that's when all  
8 of the collegiate stuff was being built, late '60's, early '70's...all the ranches to the east and behind Key  
9 Bank, kind of back in there.

10 CHAIR WALLACE: Okay, so it sounds like we may think it's possible for it to be associated  
11 with...for significance under events? Seems like we might be a little split...does Katie or Kristi have any  
12 thoughts on whether or not it fits within that significance?

13 MS. DORN: I think it could fit under a pattern of events with the southward expansion of the auto  
14 dealership corridor in Fort Collins.

15 MS. GENSMER: I would agree with that.

16 CHAIR WALLACE: Okay. What about it's association with Ghent?

17 MR. MURRAY: I think especially if you put Dwight into the picture, that helps a little bit. The  
18 Ghent family was big in town. I think it might be the...I don't know how long the memory is in Fort  
19 Collins. You know, everybody knows Whedbee, they know Avery, and those folks, and I'm not sure  
20 Ghent is going to last as long. But, I think they're probably the most significant person attached to it. I  
21 don't know if that's as really a firm a thing in my mind.

22 MS. SIMPSON: I also...I can't seem to find it, but somewhere I was reading that this, although  
23 Frank had two previous dealerships, this was the one that he started with his son, making it more  
24 important to the family as a whole as well.

25 MS. DORN: I think the association is a very important aspect, or standard, for significance for  
26 this building. And I would like to see more research on the son himself, and his interaction with this  
27 father in the auto dealership business here in the site. And I'd also like to learn a little bit more about the  
28 different locations that might be associated with Frank Ghent, to see if they still exist and if they would  
29 have a better association than this building.

30 MR. MURRAY: Well, the...yeah, I remodeled Beau Jo's, and that is...was Ghent Bugas...Ford  
31 dealership. And I think he bought it from Bugas, so Bugas started it originally, and then he took it and  
32 moved it from there. But that is, I mean if you look at it, it would include Scrumpy's and City Drug and  
33 all that...it's all one big room. That was the original Ford showroom in town.

34 CHAIR WALLACE: I can't help feeling that even if these other two properties...because we  
35 know that the building that...the other ones that were on the Mitchell Block and then the one where Beau  
36 Jo's and City Drug are now, if we're going to say any of the properties that we're aware of might be  
37 associated with him, I would think it would be this property, because I would think that within the  
38 community, if you say Ghent, then it's usually associated with the auto dealership, not necessarily, here's  
39 Scrumpy's, this used to be this, it no longer is, and it was associated with somebody who was associated  
40 with the automotive industry and these other elements. So, I don't know if it would change my opinion if

1 there was another property, because I think that what we know, this property may best signify that  
2 association.

3 MR. MURRAY: I'm a little weirded out about thinking of the Ghent family as history. Is Dwight  
4 still alive? It might be that we're talking to him like he was history and he might be just sitting watching  
5 this on TV. So, if you're out there, Dwight, we love you.

6 MR. BELLO: You know, I'm new to this so I'm trying to understand exactly how the criteria  
7 works, but I mean, Mr. Ghent, either one of them, their contribution to the community was opening up a  
8 car dealership and doing some civic work and that kind of thing, but I don't see that as being a significant  
9 historian to the community. You know, I mean, it's not like some of the great names in our country and  
10 in our community that have done great things for the nation, or for the state, or for the community itself I  
11 mean. So, I'm not sure how you tie this to the history of the community, and whether or not it's  
12 something that is...he's notable for that reason. I mean, I think there's other things that we're picking up  
13 on this for this building...I'm not sure this is one of the strongest ones for determining the eligibility of  
14 this.

15 MS. GENSMER: I would tend to agree with what Mike said; I do see, of course, that it was  
16 owned by...well, or operated by both Ghent's in that regard, and that they were prominent businessmen  
17 who were specifically tied to auto dealerships. But, at least based on the architectural inventory form  
18 prepared by the independent contractor, it does seem to me that many...aside from being a businessman  
19 and running that business, at least for Frank, many of his community involvements, for example, being in  
20 the Civil Defense League, et cetera, were prior to this building. However, I also can't really speak to  
21 Dwight because I don't have a lot of context for him.

22 CHAIR WALLACE: I, myself, am a little bit torn on the association with Ghent, because my  
23 family has been in Fort Collins, so when they say Ghent, we all know what they're talking about. But, if I  
24 take my own family story out of it, I don't know that I would see that being a strong association. It's  
25 definitely not as strong as I would say there is a connection to the automotive industry. So, would it be a  
26 fair assessment...seems like we might still be a little split. Is there a consensus that we might have on its  
27 association with Ghent?

28 MR. BELLO: Well, I think the association with Ghent is whether or not Ghent is a person of  
29 historic significance, right?

30 CHAIR WALLACE: Right.

31 MR. BELLO: So, I would say, I would agree that he's tied to this building, and he's tied to that  
32 industry, but is he...

33 CHAIR WALLACE: Is it significant?

34 MR. BELLO: Significant?

35 CHAIR WALLACE: Right, and you would say no?

36 MR. BELLO: No, right.

37 CHAIR WALLACE: Mollie, do you have any...which way you would lean?

38 MS. SIMPSON: I, like you, know the family name. I would love to know more research on the  
39 family as whole before I comment on that. Mostly, Frank and Dwight.

1 MS. DORN: I agree that I'd like more information about Frank and Dwight before being able to  
2 solidly comment on the association with the Ghents.

3 CHAIR WALLACE: Okay, and Kristi and Kevin?

4 MS. GENSMER: Well, based on what's before us today and the information that we have as far  
5 as associations with persons, I'd have to say no. Some of that is for a lack of the data, specifically with  
6 Dwight. However, that doesn't preclude what I'd already said about thinking that...about the associations  
7 with events. So, I guess I'm saying not for persons.

8 MR. MURRAY: I've been in town since '71 I think, and when I first came to town, everybody  
9 knew who the Ghent family was, and I'm sure, I'm sorry, I don't know if it's G-E-N-T, or G-H-E-N-T,  
10 and so I'm going back and forth. But, I feel that, in the context of the associations and all that with  
11 automobile industry, and the growth of the automobile in Fort Collins, I see him as the only car dealer  
12 that really stands out...maybe Markley. But, like I say, yeah, it's kind of...to me, it's, I'd have to say yes,  
13 but is it a strong feeling to me...it's not. If other things were no, I wouldn't think of it as that strong. I'm  
14 sorry...I'm a mediocre...I can't come up with a real strong yes or no, kind of in between.

15 CHAIR WALLACE: Okay. So, it seems like, more or less, we're leaning towards not based on  
16 the information that we have at hand on Frank and Dwight...again, to this time. Is that a correct  
17 assessment? Okay. Alright, then, we talked briefly about the design and construction and its  
18 significance. Do we have a consensus on whether or not the building retains that?

19 MS. SIMPSON: I'd like to hear more about what the Commission has to say with design.  
20 Specifically, style, I guess...your thoughts on that.

21 MR. MURRAY: I'm sorry, you want what on it now, I'm sorry.

22 MS. SIMPSON: We just didn't talk much about design or construction...I'd just like to hear  
23 more about what everyone has to say.

24 MR. MURRAY: I'm not sure, are we going through the list, or are we just...

25 CHAIR WALLACE: We're considering the significance associated with standard C, design and  
26 construction.

27 MR. MURRAY: Right. Okay, but I mean, under landmark, they have major event, ID with  
28 someone import [*sic*]...we're not doing all those?

29 CHAIR WALLACE: We have already looked at those ones, so we're looking at standard C.

30 MR. MURRAY: Okay, so we've gone past the broad cultural, economic, and social?

31 CHAIR WALLACE: Yes.

32 MR. MURRAY: Okay. It's a very distinctive building. For its time and its age...it was when,  
33 you know, automobile things changed. I mean, you used to...if you go downtown, all the cars were  
34 inside and you peeped in through little windows, and here you had them all out with big, shiny bright  
35 lights outside. And had...I don't know what...they must have just had a couple Cadillac...or  
36 not...Lincolns, on the inside, or something. I don't know what made it...put the two or three in the  
37 showroom and then have all the rest outside. But, I'm sure there was a method to the madness.

1 MR. BELLO: As I read through the design and construction...while you're talking about  
2 the...properties may be determined to be significant if they embody the identifiable characteristics of  
3 style and method, or period...or method...I'm sorry, period or method of construction. I mean, it  
4 certainly does that...represents the work or craftsmanship of an architect whose work is distinguishable. I  
5 mean, the craftsmanship, like I said, it's not...I'm not sure it's high craftsmanship, but it's certainly  
6 distinguishable style. And it talks about that, work is distinguishable from others by its characteristic,  
7 style, and quality. And then, possesses high artistic values...I think that's debatable...or design  
8 concept...but, I think it is a design concept that is unique for that type of structure. So, I think there's  
9 parts of this that do apply and parts of it that don't apply. But I think, if you take any part of this, there's  
10 sections of it that certainly do apply to it from that standpoint. So, it seems to meet the criteria if you  
11 don't have to have every piece of that.

12 CHAIR WALLACE: Okay.

13 MR. MURRAY: I think the landscape architecture is pretty unique to the time too...like I say, the  
14 City doesn't allow the big parking lots around the outside...but that's the whole idea...I mean, if you go  
15 down to any car place up to lately, it's big shiny stuff...so as you're driving by, you'll see it and all that.  
16 So, that fits in there too.

17 MS. SIMPSON: Well, something that I was looking at within that section, under standard C...it's  
18 the second to last sentence in that paragraph...a property can be significant, not only for the way it's  
19 originally constructed or crafted, but also for the way it was adapted at a later period or for the way it  
20 illustrates changing tastes, attitudes, and/or uses over a period of time. And, although that building may  
21 not have changed significantly in that, I feel like that might be interesting to consider how that was  
22 different from a lot of the previous decades of architecture, especially moving to the north.

23 MS. GENSMER: I would agree, and to follow up on that, and kind of the larger trend of the rise  
24 of the automobile and really focusing on that, many of those commercial properties up north you were  
25 referencing were more pedestrian-oriented, whereas there's the parking lot around it, there's that whole  
26 way it's situated with regard to the roads...and the landscaping, I guess...

27 MS. SIMPSON: And...the change in taste for later as we were shown by the images of other  
28 buildings and how they have been scraped. So, not only has the style changed from previous time  
29 periods, but it's also later time periods. So, this definitely marks a certain time period in the auto industry  
30 sale.

31 MS. GENSMER: And just commercial.

32 MS. SIMPSON: And commercial, thank you.

33 CHAIR WALLACE: Katie, do you have any thoughts?

34 MS. DORN: I agree that it does illustrate changing tastes and attitudes, and it does represent a  
35 specific period of time...in the style of automobile dealerships, especially in Fort Collins.

36 CHAIR WALLACE: Okay.

37 MS. SIMPSON: One of the things that I think is so interesting about our city is how we started  
38 next to the river and we slowly started moving outward, and this is just another example of constantly  
39 moving away from the river...moving south with the annexation of this area, with the orientation of the  
40 building, with everything that's developed beyond that as well. And how it was developed.

1 CHAIR WALLACE: I myself feel like this may be eligible under standard C for its design and  
2 construction because it falls under a lot of the buildings that people don't...mid-century modern is  
3 starting to come about, and even just...it's more modern even if we don't reference it as big...big C  
4 modern. It's not necessarily that style, but it hints and suggests at that, and that's...a lot of people still are  
5 grappling with what they think about it. It's not necessarily pretty; it's not something that's  
6 recognizable...it looks like something that might be in a lot of different places. But, it shows that change  
7 in Fort Collins design, and I think that people love that period of architecture; they hate that period of  
8 architecture...there's not usually a lot of in-betweens. But, I think it does represent that style...or lack of  
9 style. It's part of that emerging...it's part of that change in design where a lot of steel, a lot of glass, a lot  
10 of the stone is coming into place.

11 MS. SIMPSON: Alex, would you call this mid-century modern?

12 CHAIR WALLACE: What was that?

13 MS. SIMPSON: Would you consider this a mid-century modern...

14 CHAIR WALLACE: I would.

15 MS. SIMPSON: You would?

16 CHAIR WALLACE: I would classify it if I were looking at the building; I would have said it was  
17 mid-century modern, particularly since a lot of the elements are hearkening not only to that...the steel and  
18 the glass, but then I'm interested by the incorporation of the stone, which I tend to see more in Fort  
19 Collins architecture in the '70's. So, in some ways, that might be a little bit up and coming of an element.  
20 But, I would have said it was mid-century modern.

21 MS. SIMPSON: I would agree with that...the floor-to-ceiling windows, the roof style, the  
22 marriage of the indoor and outdoor spaces...normally you orient it so that way you can look out and you  
23 have a connection to the outdoors, but what's interesting about this is, considering it's commercial,  
24 everybody...it's oriented so everybody's looking inward. Also, the exposed beams, the rock on the  
25 outside...I would definitely consider it mid-century if I were classifying it as well.

26 CHAIR WALLACE: So, as a Commission, do we think that it retains the design and style as far  
27 as significance? Mike says yes.

28 MS. GENSNER: I say yes as well.

29 MR. MURRAY: I think so.

30 CHAIR WALLACE: I see nods. Katie? Yeah?

31 MS. DORN: I guess the only thing that just throws me off a little bit is the change of material of  
32 the roof, the loss of integrity, and how that plays in with this particular standard for significance.

33 CHAIR WALLACE: Because also when we were discussing earlier the integrity, we were  
34 thinking that materials may be questionable, and that six out of the seven...does that impact your thought  
35 on its retaining, if we exclude the materials?

36 MS. DORN: Yes...Cassie, could you bring up that list that shows the most significant aspects of  
37 integrity for each standard for significance? Thank you.

38 MS. BUMGARNER: Yeah, I just pulled it up.

1 MS. DORN: So, under standard C, it does list materials, design, and workmanship. And usually,  
2 you should try and have at least five out of the...okay, so...the...sorry, I'm trying to figure out how to say  
3 this on the spot. Feeling and association need to be kind of combined with the others, and so it's really  
4 important to have a good, clear cut evidence for aspects of integrity for materials, design, and  
5 workmanship for the standard for design and construction. And so, if you take out materials because we  
6 thought that was questionable, that takes out about 30% of this...the level...the integrity to support the  
7 level of significance for this building in that case. I don't know if that made any sense, but the fact that  
8 we're questioning materials worries me about the aspects of integrity to support this criteria for  
9 significance.

10 CHAIR WALLACE: Okay.

11 MR. MURRAY: I'm thinking most of the material is there still, especially the asphalt...but, in  
12 my mind, it's...you know, the roof...the roof and the garage doors are things you always replace and  
13 repair, and they could always go back. But, people are getting away from doing hot tar roofs now and  
14 they're going with other styles, so, that'll probably never happen. But, I think we're throwing materials  
15 out...we're talking about the massive beams, the tongue and groove ceiling, the glass fronts, and  
16 then...and the moss rock sides. Then...it's one of those generic ones...the whole garage is made out of  
17 cinder block, which I think...or concrete block, and that's original too. So, I'm seeing...when you look at  
18 it, it's got to be 90 to 80% of the materials there.

19 CHAIR WALLACE: Okay.

20 MS. SIMPSON: Although I don't think that the materials...I don't know...I'm kind of split on  
21 the integrity in terms of materials. I don't know that I consider design...or that this building is significant  
22 for design; however, I do think that the design of this building continually adds to the fact that this  
23 building is significant for a specific time period.

24 CHAIR WALLACE: Okay. Alright, well I'd like to move on and consider context. Do we feel  
25 that the context is intact? Which, according to the Municipal Code, is the area required for evaluating a  
26 resource's context is dependent on the type and location of the resource. For example, a house located in  
27 the middle of a residential block could be evaluated in the context of the buildings on both sides of the  
28 block, while a house located on a corner may be required a different contextual area.

29 MS. SIMPSON: I think we need to decide what the context is...this building, when it was built, it  
30 was on the edge of town. It's no longer on the edge of town; however, it was never oriented towards the  
31 back side of town, it was oriented towards town and towards the street, and those streets are still intact  
32 and all four corners do still have commercial buildings on them. College Avenue is still there.

33 MS. GENSMER: True...and is still commercial, at least in that area.

34 MR. BELLO: Does the changing environment around it...what's going on the old Kmart site,  
35 does that impact this at all in that regard? Or is this...just looking at it as it is today? Because the Kmart  
36 site is going to be something completely different.

37 CHAIR WALLACE: Right, and I think that we can take it for what it is now, but also when it  
38 changes, it's still going to be commercial.

39 MR. BELLO: The Walmart site...I mean the Kmart site?

40 CHAIR WALLACE: Yes, that's the plan as far as I understand.

1 MR. MURRAY: I don't know if it fits, but I know Cassie wrote...or the staff wrote a current  
2 context of the area that I think we all got, and points out that it's the corner of a street that's, you know, a  
3 major intersection. And it does point out that there's going to be change where the old Kmart was, but  
4 it's...it's putting into the existing Kmart building, so that may not change a bunch. But, I think the  
5 context, you know, obviously of the lot itself, stays, but the context around it is going to change. So, I  
6 don't know how we do that. The Walgreens being moved out to the...to the intersection is a change of  
7 context for the block. But, the Key Bank and Kmart stay the same at this point, and so it fits with that  
8 overall I think.

9 MS. SIMPSON: Although I do think the...the surrounding corners are important to take into  
10 consideration if we're considering this building for its association with the car industry and the vehicular  
11 aspect of College and Drake, I still think that the fact that it's still visible from those streets is the most  
12 important. If you look at the pictures that were provided to us on page 135 from the Coloradoan, they  
13 show the showroom, which Mr. Murray was talking about with the feeling you get when you see the cars  
14 inside the windows, and how excited you are looking at the cars. I still think that is intact, and you can  
15 still see that as you drive down College or Drake in your car.

16 MR. MURRAY: On your way to the drive-in.

17 CHAIR WALLACE: I would agree that the context remains intact, particularly since it's at two  
18 very strong arterials of College and Drake, and that it's predominantly commercial, and since the time of  
19 construction, I think the buildings that have been around it have been predominantly commercial. So,  
20 there hasn't been a drastic change as far as impacting that context.

21 MR. BELLO: You know, as I look at this photo that you pointed out, on page 135, if I remember  
22 the development now...was there a change in grade or something? Because, you don't see this from the  
23 corner...you see the cars on the bottom and then there's an elevation change. And I'm trying to wonder  
24 how that occurred, because you don't see it...it doesn't look like this from the corner.

25 MS. SIMPSON: There's also a lot of cars in the way now.

26 MR. BELLO: Yeah, there are a lot of cars in the way...right.

27 CHAIR WALLACE: Katie, Kristi, any thoughts on context?

28 MS. GENSMER: I agree with what's already been said. I do think the context remains intact.

29 MS. DORN: I agree; the context remains intact, and I agree with the two arterials and the  
30 predominantly commercial area being intact.

31 CHAIR WALLACE: So, as a Commission, it would appear that we have examined the integrity,  
32 the context, as well as the standards for determining significance. Are there any other aspects that anyone  
33 on the Commission would like to chime in on or consider at this time? No? Okay, then I think it might  
34 be prudent to start putting forth a motion.



1 MS. GENSMER: I can try to do so...I may need help from my fellow Commission members as we  
2 add in our findings and seek to support it. So, I move that the Landmark Preservation Commission uphold  
3 the prior determination and find that 2601 South College Avenue is individually eligible as a Fort Collins  
4 landmark, according to the standards outlined in Section 14-5 of the Fort Collins Municipal Code. This  
5 motion is based on the agenda materials, the information and materials presented during the work session  
6 and this hearing, as well as the discussion that we just had, with the following findings: the property has  
7 significance under...under standard A, events for associations with a pattern of events, specifically the  
8 movement of Fort Collins toward midtown from downtown, so moving south, the change in the city towards  
9 a community that relies on automobile transportation, the expansion of the automobile industry, as well as  
10 the larger expansion of the city, including the Ghent annexation.

11 I also find that it is significant under...or under standard C, design and construction, because it  
12 embodies the identifiable characteristics of a specific period, in this case, mid-century commercial  
13 architecture. Some of the specific characteristics are: the very prominent windows facing out onto the  
14 major transportation arteries, the use of moss rock and concrete block, and the way that it is sited on the  
15 property on the landscape in relation to the major transportation corridors of Drake and College, as well as  
16 the way its situated in relation to the parking lot surrounding it.

17 Okay, and...still going...the property exhibits exterior integrity and it satisfies integrity of location  
18 in that it remains in the same place; it has not been moved, integrity of design for many of these elements  
19 including the large windows, the way it was designed to face towards the streets. It retains integrity of  
20 setting because of the way it's situated at that intersection. Integrity of workmanship...although as Mike  
21 said, it isn't high style, it still embodies the type of construction that was done in that period, as well as  
22 integrity of feeling and association because it retains those larger characteristics tying it to both the vehicular  
23 arteries, commercial properties, and the automobile industry. And, feel free to add things in there.

24 Finally, that the LPC has considered the context of the area surrounding the property as is required  
25 under City Code Chapter 14. We find that the context relates directly to the major transportation arteries  
26 of Drake and College, as well as the commercial properties that are surrounding it on those intersections,  
27 and the way that they are oriented towards vehicular traffic and set back from the roads. I think that's it.

28 CHAIR WALLACE: Gretchen, did you get all that?

29 MS. GENSMER: Yeah, I was worried about that.

30 CHAIR WALLACE: It's on the recording of course, but, if you want to hear it again, she's going  
31 to have to repeat it.

32 MS. GENSMER: And that's be interesting.

33 CHAIR WALLACE: Okay, do we have a second?

34 MR. MURRAY: I'll second.

35 CHAIR WALLACE: Okay, something I would like to potentially see added to it is that we cannot  
36 determine, at this time, that standard B is fulfilled because we do not have enough information, or we're  
37 basing our decision on the information that we have at hand on the Ghents. So, if we could apply that as  
38 well?

39 MS. GENSMER: I'm okay with that.

40 CHAIR WALLACE: Okay.

41 MS. GENSMER: Kevin, as the seconder, are you okay?

42 MR. MURRAY: I'm okay with that.

1 CHAIR WALLACE: Okay. Alright, then I would like to call for a roll call vote please.

2 MS. SCHIAGER: Bello?

3 MR. BELLO: Yes.

4 MS. SCHIAGER: Dorn?

5 MS. DORN: Yes.

6 MS. SCHIAGER: Gensmer?

7 MS. GENSMER: Yes.

8 MS. SCHIAGER: Murray?

9 MR. MURRAY: Yes.

10 MS. SCHIAGER: Simpson?

11 MS. SIMPSON: Yes.

12 MS. SCHIAGER: And Wallace?

13 CHAIR WALLACE: Yes. Okay, motion passes. So, we have decided to uphold the decision of  
14 the property at 2601 South College Avenue as eligible for landmark designation, and this is according to  
15 standard A, for event, and standard C, for design and construction, as well as upholding six out of the seven  
16 exterior integrity, and for maintaining context. Thank you.

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April 3, 2018

## COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

## Council-Manager Form of Government

Regular Meeting – 6:00 PM

- **ROLL CALL**

PRESENT: Martinez, Stephens, Summers, Overbeck, Troxell, Cunniff, Horak  
 Staff Present: Atteberry, Daggett, Jensen

- **AGENDA REVIEW: CITY MANAGER**

City Manager Atteberry stated there were no changes to the published agenda.

- **CITIZEN PARTICIPATION**

George Grossman questioned how the City could help the vitality of small businesses. He stated there is a lack of coordination between City departments with regard to economic vitality. He noted the Economic Health Department has not weighed in on the Sign Code changes.

Ursula Lord discussed the increasing goose population and requested Council read an opinion piece she wrote for the Coloradoan.

Margaret Mitchell stated there is not enough handicap parking at the Senior Center and discussed the planning process related to a lot on the 800 block of East Elizabeth.

Stacy Lynne discussed the Sign Code update and varying City statements regarding murals.

- **CITIZEN PARTICIPATION FOLLOW-UP**

Mayor Troxell summarized the citizen comments and encouraged Mr. Grossman to attend meetings of the Economic Advisory Board.

Councilmember Cunniff requested a timeline of the evaluation of the Senior Center handicap spaces and information as to any City plans related to the geese population.

Councilmember Martinez requested staff input regarding Ms. Lynne's comments. Tom Leeson, Community Development and Neighborhood Services Director, replied murals will not be part of the phase two Sign Code update.

- **CONSENT CALENDAR**

Councilmember Cunniff withdrew Item No. 6, *First Reading of Ordinance No. 047, 2018, Appropriating Prior Year Reserves in the Transportation Capital Expansion Fee Fund and the Transportation Fund and Authorizing the Transfer of Appropriations from the Transportation Capital Expansion Fee Fund and the Transportation Fund into the Capital Project Fund for the East Prospect Road Improvements Project and Transferring Appropriations from the Capital Project Fund to the Cultural Services and Facilities Fund for the Art in Public Places Program*, from the Consent Agenda.

Councilmember Cunniff asked if it would be possible to have some Finance Committee discussion about the combined projects prior to Second Reading of the Ordinance. Mike Beckstead, Chief Financial Officer, replied that can be arranged.

Councilmember Cunniff stated he is concerned about the number of out-of-cycle budget requests that do not allow Council to examine the totality of the effects on the budget. City Manager Atteberry agreed with the concern and acknowledged this was a miss.

Councilmember Cunniff asked if the Transportation Board is involved in any of these items in terms of providing a recommendation. Crager replied the West Prospect project was brought before the Board in January.

Mayor Pro Tem Horak made a motion, seconded by Councilmember Overbeck, to adopt Ordinance No. 047, 2018, on First Reading.

Mayor Pro Tem Horak asked why the Art in Public Places appropriation is included at this time. City Attorney Daggett replied the Code describes the process as happening at the time of appropriation of funds for the project.

Councilmember Stephens stated the process could have been better; however, Prospect Road needs the improvements.

<b>RESULT:</b>	<b>ORDINANCE NO. 047, 2018, ADOPTED ON FIRST READING [6 TO 1]</b>
<b>MOVER:</b>	Gerry Horak, District 6
<b>SECONDER:</b>	Bob Overbeck, District 1
<b>AYES:</b>	Martinez, Stephens, Summers, Overbeck, Troxell, Horak
<b>NAYS:</b>	Cunniff

● **DISCUSSION ITEMS**

15. **Consideration of an Appeal of the Landmark Preservation Commission Decision Regarding the Eligibility of the Spradley Barr Property, 2601 South College Avenue, to Qualify as a Landmark. (Landmark Preservation Commission Overturned)**

*The purpose of this item is to consider an appeal of the Landmark Preservation Commission's (LPC) de novo decision made on February 21, 2018, finding that the property at 2601 South College Avenue is eligible for individual landmark designation. This decision was consistent with the initial decision made by the Community Development and Neighborhood Services Director and the LPC Chair. On March 7, 2018, an appeal was filed challenging the LPC's decision. Only parties-in-interest as defined in City Code Section 2-47 may participate in this hearing and the scope of the appeal is limited to those items identified as grounds for appeal in the Notice of Appeal.*

City Attorney Daggett reviewed the appeal process.

Lucia Liley, attorney for Brinkman Development, requested presentations be extended to 20 minutes given there will not be rebuttal. Mayor Troxell agreed.

Laurie Kadrich, Planning, Development, and Transportation Director, stated this is an appeal of the Landmark Preservation Commission decision that the property at 2601 South College Avenue, the current Spradley Barr Mazda dealership, is eligible for landmark status. Kadrich showed photos of the property.

Mayor Troxell noted there was a site visit and requested staff respond to questions submitted by Councilmembers. Maren Bzdek, Historic Preservation Planner, stated the first question was, what evidence was used for the Landmark Preservation Commission's conclusions regarding the angle of the showroom building to the intersection of Drake and College. Photos and sketch evidence indicated the angled orientation of the main building is toward the intersection.

Bzdek stated the second question related to historic context and evidence provided to support the Commission's understanding of context. At the site visit, staff described the context noting the building is at the intersection of two major streets and, at the time of construction, the building was at the edge of town. Context also includes the description of the property, photos, and site maps.

The third question related to the role of the building topography in how the site was developed. Photos of the site during construction show excavation in front of the showroom building, which created an area of lower elevation along College. It appears the building was constructed higher than the surrounding terrain.

Bzdek stated the architect and contractor associated with the design and construction of the building is unknown at this time. In terms of which historic materials are still intact, Bzdek replied original materials include the walls of natural rough stone set into concrete, the canopy, the large single-pane glass windows set into metal frames, the concrete block 16-bay service station, and 7 of the original overhead rolling garage doors. Historic materials that have been changed consist of the roofing material, most of the overhead rolling garage doors, two small pre-fabricated buildings.

Mayor Pro Tem Horak expressed concern this is more detailed information than what is in the record. City Attorney Daggett replied staff is responding to the Mayor's request that they provide responses to questions asked.

Councilmember Cunniff stated more questions were asked at the site visit than usual and questioned best practices. He asked how to ensure these kinds of questions and this process are properly part of the record should Council's decision be appealed. City Attorney Daggett replied Councilmembers are authorized to ask questions during the hearing and the Mayor has asked staff to describe the questions that were asked at the site visit.

Councilmember Cunniff suggested providing answers in writing in the future. Mayor Troxell stated he understood that the questions would be answered in writing as well; however, having this information in the record could be helpful for the appellants. He requested staff begin to provide more succinct answers.

Ms. Liley stated she does not have any objection to more succinct answers; however, she noted a great deal of new information is being brought forward that was not part of the record.

Bzdek continued stating some of the upper windows have also been replaced.

Bzdek stated staff does not have information about the eligibility of the Key Bank building at this time. She stated the determination of eligibility is based on the sum total of all the resources on the property and the significant aspects of each building are considered separately.

Regarding the influence of the Ghent family's history, Bzdek stated the LPC did not believe it had sufficient information about the Ghent family and declined to make a finding related to significance. Bzdek stated there were several examples of pre-war auto dealerships in the downtown area; however, none of them are unaltered enough to be eligible for landmark designation.

Bzdek stated Council asked staff to provide a summary of the elements the LPC found to contribute to the significance and integrity versus the federal standards. She stated the City's local Code ordinance is based on the federal standards.

Bzdek answered questions related to the evidence provided for the original determination of eligibility and stated staff did not provide a recommendation because this was an appeal.

Bzdek stated the carriage steps are engraved with the name W.A. Drake, in reference to a state senator who constructed his home at this location.

Mayor Troxell asked Councilmembers to comment on observations made at the site visit.

Councilmember Cunniff stated he listened to the presentation and had observations and questions about the orientation of the building, the materials, and the site plan and elevations.

Councilmember Overbeck stated he observed the building orientation and façade.

Councilmember Martinez stated he observed the building façade.

Mayor Troxell stated he asked most of the questions which were driven by the lack of understanding by the LPC in their questions. He stated the Commission did not appear to have an understanding of the property.

Mayor Troxell asked if there are any procedural issues.

Councilmember Overbeck discussed a 2013 article in the Denver Post in which the Ghent family's ties to Fort Collins were outlined. He asked if that may have some bearing on the discussion.

Councilmember Cunniff requested Council and the appellant receive copies of the staff responses to questions prior to the appellant's presentation.

(Secretary's Note: The Council took a brief recess at this point in the meeting.)

City Attorney Daggett noted staff has provided a written version of the questions and answers discussed earlier in the hearing.

Ms. Liley stated Brinkman has yet to file a PDP application for this project; however, its goals include tiered density, retail, hotel, multi-family, improved intersections, pedestrian, MAX line, and bike connectivity, building orientation toward streets, and a grand promenade. Brinkman believes the existing structures and parking lots need to be demolished for the project to be feasible.

Ms. Liley discussed the Code requirements for determination of eligibility: significance and exterior integrity and discussed an independent firm's completion of the inventory form required by the state and the City's Code. The firm, Autobee and Autobee, recommended the property not be considered individually eligible and, at the LPC hearing, Ms. Autobee testified there had been

so many changes to the character-defining elements of the building, there was not enough left to meet the integrity standard. Ms. Liley discussed the changes made to the building since its construction.

Ms. Liley stated the Autobee report concluded this site does not meet any of the criteria for significance; however, the LPC made a finding of significance based on two of the four criteria: pattern of events and design and construction. Ms. Liley referenced Ms. Autobee's testimony related to this topic.

Ms. Liley discussed the stated policies and purposes related to historic preservation in Chapter 14. She requested Council uphold the appeal and noted the carriage steps are planned to be preserved by Brinkman in a park or gathering area.

Councilmember Cunniff noted this is a determination of eligibility rather than a designation. Kadrach replied standards would apply to the site if it is determined to be eligible because the applicant would be requesting a commercial redevelopment; however, eligibility does not guarantee a designation, nor would it require an owner to proceed with a designation.

Councilmember Cunniff asked if the City Code requires that all the elements be met for eligibility. Assistant City Attorney Brad Yatabe replied significance and exterior integrity need to be established, and each of those standards contain different factors. Additionally, the context must be considered. At least one of the factors of significance must be present and a minimum number of factors must be met for exterior integrity; however, there is some latitude left to the decision maker.

Councilmember Cunniff asked if the Code requires the architectural style to be unique or one-of-a-kind. Yatabe replied he is not aware of that requirement; the standards point to whether a property is a good example of an architectural style.

Councilmember Martinez asked about the significance of the showroom being angled. Bzdek replied there is no specific evidence or information as to why the building was constructed at an angle. She showed photos of the building and discussed its elevation.

Councilmember Martinez asked who did the masonry work on the building. Bzdek replied staff does not have that information.

Mayor Troxell stated staff provided a recommendation during the original determination of eligibility. Kadrach replied staff did contribute to making the decision as the Director of Community Development and Neighborhood Services participated in the original determination; however, when that decision was appealed to the LPC, staff members make no recommendation to the Commission.

Mayor Troxell stated the LPC struggled with coming to a determination based on eligibility. Kadrach replied this type of review is done hundreds of times per year and the majority of these initial reviews are determined to be not eligible.

Mayor Troxell stated he cannot understand why eligibility was determined originally given the LPC struggled to attach meaning to the criteria.

Tom Leeson, Director of Community Development and Neighborhood Services, stated the process for determination is conducted by himself and the LPC Chair, Meg Dunn in this case. The first step is to determine whether the proposal is a minor or major amendment to the site; given this was a demolition, it was determined to be major. The second step is to look at significance, which was determined to exist in terms of association and representation of the auto industry.

Mayor Troxell stated some of the conclusions were not based on fact but rather on assumptions. Leeson agreed and stated that is part of the reason the independent architectural survey is requested. In this case, the report indicated the site was not eligible.

Mayor Troxell stated the report is the only piece of architectural research that has some basis for suggesting what to be done. Leeson agreed.

Councilmember Martinez asked how the building's orientation becomes evidence as part of the historical significance of the site. Leeson replied the original decision was not based on the orientation; it was referenced as being unique and the assumption was made that it was oriented toward the intersection for greater site lines.

Councilmember Martinez asked where the carriage stairs were located originally. Leeson replied staff is unaware if they have been moved; however, they were from the site. The stairs were not part of the evaluation.

Mayor Pro Tem Horak made a motion, seconded by Councilmember Martinez, to overturn the decision of the Landmark Preservation Commission that 2601 South College Avenue is eligible for designation as a Fort Collins local landmark under City Code Section 14-5 because it failed to properly interpret and apply relevant provisions of the Code.

Mayor Pro Tem Horak stated Ms. Autobee's testimony and report were compelling and it appeared the Commission was struggling to make its motion and decision. He suggested more precise language be set for motions in quasi-judicial situations.

Councilmember Cunniff disagreed and noted the Commission found the building expressed the aesthetic or historic sense of a particular period of time. He also noted the Code does not reference the lexicon and stated the building does have significant, although not complete, historic materials and it is clear the building orientation was a deliberate design choice. He stated the consultant admitted errors in her interpretation related to the awning and taking the consultant's opinion as the only one that matters is incorrect.

Councilmember Stephens stated she agreed with the motion and discussed the changes in the exterior integrity of the building over the years. She stated people do not see this building as a local landmark.

Councilmember Martinez stated he does not view this building as being historic in any sense.

Mayor Troxell stated he views historic preservation as an important part of the City; however, this structure is one year beyond the 50-year trigger for an eligibility discussion and 50 years is not necessarily iconic of what drives decision-making criteria. He stated he would like the City to be more proactive in terms of preservation of those buildings in the community that reach a standard of preservation. He also stated there was a lack of understanding and appreciation of the Ghent family and stated old does not necessarily mean historic.



Councilmember Martinez asked if the moss rock on the building was considered part of the historic value. Leeson replied in the affirmative.

<b>RESULT:</b>	<b>LANDMARK PRESERVATION COMMISSION DECISION OVERTURNED-ADOPTED [6 TO 1]</b>
<b>MOVER:</b>	Gerry Horak, District 6
<b>SECONDER:</b>	Ray Martinez, District 2
<b>AYES:</b>	Martinez, Stephens, Summers, Overbeck, Troxell, Horak
<b>NAYS:</b>	Cunniff

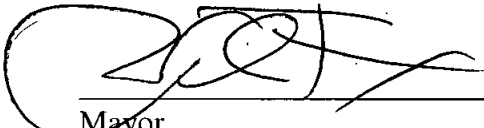
● **OTHER BUSINESS**

Councilmember Cunniff requested staff start to look at the City's standards for site visits and questions and how they fit into the body of evidence for appeal hearings.

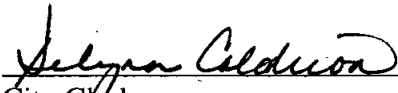
Mayor Pro Tem Horak requested a memo as to the current policy related to Art in Public Places appropriations.

● **ADJOURNMENT**

The meeting adjourned at 9:00 PM.

  
 \_\_\_\_\_  
 Mayor

ATTEST:

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



**Section 14-5, Sec. 14-22. Standards for determining the eligibility of sites, structures, objects and districts for designation as Fort Collins landmarks or landmark districts.**

~~Properties eligible for designation must possess both significance and exterior integrity. In making a determination of eligibility, the context of the area surrounding the property shall be considered.~~

A determination of eligibility for landmark designation typically applies to the entire lot, lots, or area of property upon which the landmark is located and may include structures, objects, or landscape features not eligible for landmark designation located on such lot, lots, or area of property. In order for a district to be eligible for landmark district designation, at least fifty (50) percent of the properties contained within the proposed landmark district must qualify as contributing to the district. Resources eligible for landmark designation or eligible to contribute to a landmark district must possess both significance and integrity as follows:

~~(1)(a)~~ Significance is the importance of a site, structure, object, or district to the history, architecture, archeology, engineering or culture of our community, State or Nation. Significance is achieved through meeting one (1) or more of four (4) standards recognized by the U.S. Department of Interior, National Park Service. These standards define how ~~properties~~resources are significant for their association with events or persons, in design or construction, or for their information potential.

~~(2) The criteria Standards~~ for determining significance are as follows:

~~a-(1)~~ Events. ~~Properties~~Resources may be determined to be significant if they are associated with events that have made a recognizable contribution to the broad patterns of the history of the community, State or Nation. A ~~property~~resource can be associated with either ~~(1~~ or both ~~)~~ of two (2) types of events:

~~1-a.~~ A specific event marking an important moment in Fort Collins prehistory or history; and/or

~~2-b.~~ A pattern of events or a historic trend that made a recognizable contribution to the development of the community, State or Nation.

~~b-(2)~~ Persons/Groups. ~~Properties~~Resources may be determined to be significant if they are associated with the lives of persons or groups of persons recognizable in the history of the community, State or Nation whose specific contributions to that history can be identified and documented.

~~c-(3)~~ Design/Construction. ~~Properties~~Resources may be determined to be significant if they embody the identifiable characteristics of a type, period or method of construction; represent the work of a craftsman or architect whose work is distinguishable from others by its characteristic style and quality; possess high artistic values or design concepts; or are part of a recognizable and distinguishable group of ~~properties~~resources. This standard applies to such disciplines as formal and vernacular architecture, landscape architecture, engineering and artwork, by either an individual or a group. A ~~property~~resource can be significant not only for the way it was originally constructed or crafted, but also for the way it was adapted at a later period, or for the way it illustrates changing tastes, attitudes, and/or uses over a period of time. Examples are residential buildings which represent the socioeconomic classes within a community, but which frequently are vernacular in nature and do not have high artistic values.

~~d-(4)~~ Information potential. ~~Properties~~Resources may be determined to be significant if they have yielded, or may be likely to yield, information important in prehistory or history.

~~(3) Exterior integrity(b)~~ Integrity is the ability of a site, structure, object, or district to be able to convey its significance. The ~~exterior~~ integrity of a resource is based on the degree to which it retains all or some of seven (7) aspects or qualities established by the U.S. Department of Interior, National Park Service: location, design, setting, materials, workmanship, feeling and association. All seven (7)

qualities do not need to be present for a site, structure, object, or district to be eligible as long as the overall sense of past time and place is evident.

(4) ~~The criteria Standards~~ for determining ~~exterior~~ integrity are as follows:

- a. ~~(1)~~ *Location* is the place where the ~~historic property~~ resource was constructed or the place where the historic or prehistoric event occurred.
- b. ~~(2)~~ *Design* is the combination of elements that create the form, plan space, structure and style of a property resource.
- c. ~~(3)~~ *Setting* is the physical environment of a ~~historic property~~ resource. Whereas location refers to the specific place where a property resource was built or an event occurred, setting refers to the character of the place in which the resource played its historic or prehistoric role. It involves how, not just where, the property resource is situated and its relationship to the surrounding features and open space.
- d. ~~(4)~~ *Materials* are the physical elements that form a ~~historic property~~ resource.
- e. ~~(5)~~ *Workmanship* is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. It is the evidence of artisans' labor and skill in constructing or altering a building, structure or site.
- f. ~~(6)~~ *Feeling* is a property's resource's expression of the aesthetic or historic sense of a particular period ~~or of~~ time. It results from the presence of physical features that, taken together, convey the property's resource's historic or prehistoric character.
- g. ~~(7)~~ *Association* is the direct link between an important ~~historic~~ event or person and a historic property or prehistoric resource. A property resource retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the presence of physical features that convey a property's resource's historic or prehistoric character.

~~(5) Context. The area required for evaluating a resource's context is dependent on the type and location of the resource. A house located in the middle of a residential block could be evaluated in the context of the buildings on both sides of the block, while a house located on a corner may require a different contextual area. Upon the submittal of an application necessitating a determination of eligibility for designation as a Fort Collins Landmark or Landmark District, the Director and/or the chair of the Commission shall determine the minimum area required for evaluating context, and such information, including photographs and other documents, as required for the determination.~~

**From:** [Mark Sears](#)  
**To:** [Historic Preservation](#)  
**Subject:** [EXTERNAL] Ghent Motors  
**Date:** Thursday, April 4, 2024 1:46:35 PM

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As a midtown resident for 48 years, I recommend scraping the existing Ghent Motors buildings to allow something fresh that can fully utilize the site without being compromised by the existing buildings.

Thanks,

Mark Sears  
3131 Worthington Ave  
Fort Collins  
Sent from my iPhone

**From:** [Sharon Danhauer](#)  
**To:** [Historic Preservation](#)  
**Subject:** [EXTERNAL] Ghent-Spradley-Barr/2Mazda  
**Date:** Friday, April 12, 2024 8:13:28 AM

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This building is a great example of the 1950s automobile boom that changed nearly every town in America. But it's especially important to Fort Collins' history of growth after WWII. I live in Loveland, where there was nothing like this building. It was unique to Fort Collins and it would be great if it were saved. With the planned housing and much of the site being usable as proposed, why couldn't the building be reused? It should be thought of as a feather in the owner's cap rather than be demolished.

Sharon Danhauer  
[sadhanau@gmail.com](mailto:sadhanau@gmail.com)  
970-290-0169

**From:** [Historic Preservation](#)  
**To:** [Historic Preservation](#)  
**Subject:** FW: [EXTERNAL] Comments regarding the Ghent/Spradley-Barr/2Mazda eligibility item  
**Date:** Friday, April 12, 2024 8:45:30 AM

To the decision-makers regarding the eligibility of the historic Ghent Motor property at 2601 S. College Avenue,

The purpose of Section 3.4.7 in the Land Use Code is to help the City maintain important DNA — places that help differentiate Fort Collins from Loveland or Denver or wherever — while still allowing for new development.

Given that 4/5s of the proposed project could likely be completed exactly as proposed by the applicant, and that the last 1/5th would require the reuse of a historic property that would actually give the gas station (or whatever eventually goes into that spot) even more space than the applicant is proposing, while still having plenty of space for 6 gas pumps, there is absolutely no reason (certainly not hardship or inability to achieve the desired program for the space) for the applicant to not reuse the historic site as required by the City’s land use code.



**Applicants' proposed development of the site at 2601 S. College Ave.**



**Four-fifths of Applicants' proposal could remain exactly the same if the historic Ghent Motor buildings were retained and adaptively reused.**

Sometimes Historic Preservation is overly associated with Victorian era buildings, as if no history exists outside of 1860-1910. But Fort Collins' explosive growth following the Second World War is an important part of our local story. Despite the fact that we had a very affordable streetcar system as well as a densely built pattern of development that encouraged walking and riding, the national trend to rewrite cities with only the automobile in mind drastically changed Fort Collins and all of America.

What better way to showcase this radical change in Fort Collins history than to not only save a building constructed on the far, far south end of town that no one could reach **except** by automobile, and a building constructed in such a way that it **appealed to fast-moving motorists** more than it did to pedestrians, but it's a building constructed **specifically to sell the very automobiles that the city was being transformed to accommodate!** This is quite possibly the BEST building in all of Fort Collins to showcase this important and significant change within our community.

The property owner should be proud of their ability to not only provide much-needed housing within our community but to do so while also maintaining such an important and significant piece of our local history.

I would appreciate if this letter, and also an online article that I have written regarding this property — <https://urbanfortcollins.com/the-old-ghent-motor-building-could-be-repurposed/> — would be included in the information provided to the applicant and commission for next week's meeting.

Thank you,  
Meg Dunn, District 6

# THE OLD GHENT MOTOR BUILDING COULD BE REPURPOSED

by meg | Mar 30, 2024 | Built Environment, Historic Preservation | 0 comments





Item 20.

There's a perception that historic preservation only ever always gets in the way of development. Once we've saved one important house and turned it into a museum, what would be the need to landmark anything else? Can't the preservationists just focus on the museum and let everything else get scraped and replaced? We need more \_\_\_\_\_ (housing/office space/parking/big box stores/fill in the blank with whatever the need of the day is)!

But discounting historic preservation can have negative social, economic, and environmental ramifications. I've already written a whole four-part series on how historic preservation is an important part of **creating a vibrant local economy**, so I won't delve into that here. I would like to address one specific example in Fort Collins that shows just what it could look like to value historic preservation while at the same time allowing for new development.



Item 20.

A conceptual review was submitted to the City of Fort Collins in 2023 regarding the property where 2Mazda of Fort Collins (formerly Spradley-Barr Ford) is located. The proposal also includes the Sherwin-Williams property to the south and a third parcel that is used as additional parking space by the dealership. The City's Preservation Department had a historic survey completed on the property and found that the 2Mazda building (Possibly buildings. I haven't been able to read the report yet.) are eligible for historic designation. That means that there is something significant about the building(s) — most likely their relationship to a car-centric pattern of development that was new for the City at the time, their significantly mid-century Modern architectural design, and the new use of a construction technique in the back portion of the main building — and that they retain enough integrity to convey that significance.

When a commercial property contains a designated historic landmark or is found to contain a building eligible for designation, the City requires that the “proposed development is compatible with and protects historic resources” (LUC 3.4.7(A)1). In the case of the old Ghent Motor property (now 2Mazda), the code requires that “Historic resources on [the] development site are preserved, adaptively reused, and incorporated into the proposed development” (LUC 3.4.7(A)(1)). There's still a pathway towards demolition if the property owner wants to pursue that, but because of 3.4.7, they'll just have to take some extra steps to get there. I have yet to see a property owner take this route, at least not in the past decade or so. Usually when the property owner continues to insist that demolition is the only way to achieve their objective, they will appeal the eligibility decision to the Historic Preservation Commission, and if the HPC still upholds staff's decision, then the property owner can appeal to City Council.

Item 20.



The kind of building reuse required by the Land Use Code, section 3.4.7, has been done many, many times within the city of Fort Collins, with good results. A recent, beloved example on the east side of town is the conversion of old farm buildings at Jessup Farm into a restaurant, cafe, brewery, and other small shops. While 205 single-family homes, 220 condos, and 330 apartment units were constructed on greenfields around the old farmstead, the adaptive reuse of the farmstead itself has provided a sense of connection to Fort Collins history that would have been lost if those buildings had been scraped. They add an authenticity to the entire development — a value add — that comes only by keeping the older buildings, with all of their character and patina.

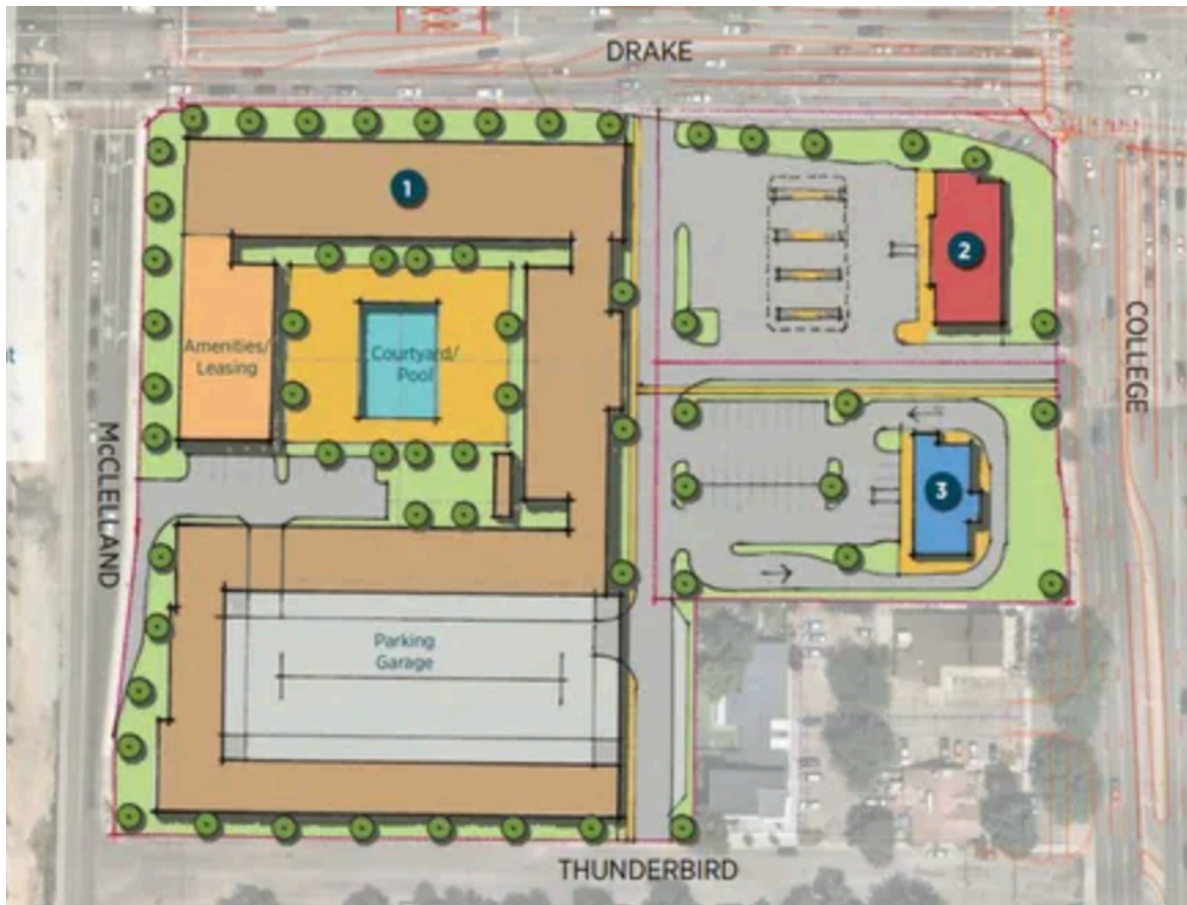
Item 20.



The Balfour development proposed on E. Harmony in 2022 was going to leverage the historic farmhouses, barn, and shed to create a Western sense of place for the new 5-story independent living development. (The image above was taken from [the company's marketing materials](#) on the project.) Unfortunately, the project seems to have been canceled (perhaps due to the sudden rise in interest rates?), but the advantage of keeping and integrating the historic buildings into their design is evident as you look through the marketing materials developed for the project.

Other recent projects that have retained historic resources include the new Alpine Bank building on the southeast corner of College and Prospect, the Music District on S. College, and the lofts at 148 Remington Street.

Item 20.



So what the code is asking the developers of the old Ghent Motor property to do is to find a creative way to leverage the resource that they have on their property, rather than throwing it away. The historic resource has value to the community as a whole, reminding us of our past, including past values and stylistic choices. By retaining the resource and using it for a new purpose, the development would immediately retain a sense of authenticity that it would otherwise take decades to accrue. It would also keep materials out of the landfill and reduce the amount of new resources that need to be harvested, processed, hauled, and installed into a new building. And there's still plenty of room on the site for a significant amount of new construction.

Compare the developers' proposal (above) to what the project might look like if they instead retain the historic buildings (below). Granted, the image is an ugly cut-and-paste job and would require reworking, but it's enough to give you a sense of how the corner buildings could be retained and reused and there'd still be more than enough room to add all the things that the developers want to add.

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The applicant is hoping to add a new gas station at the corner of Drake and College — half a mile south of where a gas station was recently scraped to be replaced by a bank and one mile east of where another gas station was recently converted into a pizza shop. (There’s also a gas station one mile to the north and half a mile to the south of this location. So if there used to be four, and two have already closed, isn’t that a sign that we don’t need another one? But what do I know.)

No matter what the applicant wants to put on the site, the code requires that they find a way to reuse the building on the corner or go through the necessary steps to demolish. Retaining the historic buildings wouldn’t be particularly onerous. The old Ghent building has a lot of natural light, making it a brilliant location for a restaurant or cafe. It could also be a beautiful retail space with ample floor space.

If we are in desperate need of housing, which we are, and have nowhere else to put that housing but where historic buildings reside, then we need to find a way to bear the loss while building for the need. But when there are times that we can provide for the desperate need while still retaining part of the DNA of our community — resources that help us

Item 20.

better understand who we are and where we've been — then why wouldn't we choose the path that helps us keep that sense of place?

Designed by **Elegant Themes** | Powered by **WordPress**

**From:** [Sue Schneider](#)  
**To:** [Historic Preservation](#)  
**Subject:** [EXTERNAL] Ghent Motor Property Development Proposal  
**Date:** Friday, April 12, 2024 8:52:27 AM

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To Whom It May Concern:

As a 4th generation Larimer County resident, my family and I have seen the many changes that have taken place over the years within the county and in the municipalities within the county. I certainly remember when Drake was the south end of town and the changes that took place during the 60s forever shaped what Fort Collins would become.

I implore you to consider the significance of the Ghent Motor property at 2601 S. College Avenue and encourage the developers to reuse the historic property rather than demolish it. I would have hoped the developers would be proud to represent a time in Fort Collins when growth was powered by the motor vehicle and urban sprawl. It is easy to think of historic preservation as relating to the early pioneers, but there have been pioneers throughout our development and different types of growth are represented by different types of structures. I would hope that the powers that be will see the significance of this property and act accordingly. The proposal as a whole is admirable and well thought out, but the desire to demolish a historically significant building is in my view short-sighted.

Thank you advance for your consideration.

Susan Abbott Schneider

> Sent from my iPad



**Jim Bertolini**

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**From:** Bob Carnahan <bob@bcarnahan.com>  
**Sent:** Monday, April 15, 2024 2:06 PM  
**To:** Historic Preservation  
**Cc:** Jim Bertolini  
**Subject:** [EXTERNAL] 2601 S College appeal

Dear Commission members and staff,

I recently became aware that a prior determination relating to the property at 2601 S College is once again before you due to some procedural timeframe issues. This property was determined not to be historically significant in 2018.

This entire mid-town redevelopment area needs mixed use properties with a focus on attainable, affordable housing.

This property is not historically significant, just old. The entire area needs spruced up and this property seems to be key to moving that vision along the Max corridor forward.

I encourage you to follow the direction and efforts already addressed in 2018. Let's get this redevelopment moving again.

With best regards,

Bob Carnahan

Fort Collins, Colorado

Sent from my iPhone

**Jim Bertolini**

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**From:** Lisa Clay <lclay@advancetank.com>  
**Sent:** Monday, April 15, 2024 2:02 PM  
**To:** Jim Bertolini  
**Subject:** [EXTERNAL] 2601 S. College Avenue Historic designation

Mr. Bertoli,

I heard that 2601 S. College Avenue is designated as a historic building. I admit to being surprised by that designation. After working with this issue at St. Joseph Catholic School and Church, I understand the desire to have such designations to preserve some of the historic culture of our community. I would not put the building at the Southwest corner of College and Drake in that category. There is very little, if anything, that makes one look at that building and find it culturally/historically relevant. I put it in the same position as the old Kmart building that was allowed to be torn down just due north of this location to make way for a new King Soopers. In this case it's a box with garage bays in the back, versus just a big box.

With all of the allowed renovation and new build within mid-town Fort Collins, the southwest corner would be a great location to allow change to occur to make what sits on that corner much more aesthetically pleasing to all.

I would respectfully ask that you lift the historic designation for this site.

Thank you, Lisa Clay

P.S. As a company that was not allowed to build in Fort Collins without making it look more like Woodward or HP back in the 1980's, not sure why this old car dealership, with its grey siding and red roof is something the City wants to maintain.

Lisa K. Clay  
CEO  
Advance Tank and Construction  
970-568-3444  
DD: 970-237-6438  
<http://www.advancetank.com>



-

**Jim Bertolini**

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**From:** Glen Schwab <schwab11@comcast.net>  
**Sent:** Monday, April 15, 2024 11:07 AM  
**To:** Jim Bertolini  
**Subject:** [EXTERNAL] drake and college property

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Mr. Bertolini,

As a 40-year resident of Ft. Collins, I find it puzzling that a car dealership with no historical architectural features would be designated as a historical building in Ft. Collins. Looking at that building, nothing resonates with “historic landmark.” With the development of the new King Soopers shopping center directly north of this site, one would hope the renovation of the building / site in question would enhance the overall area and generate a new enthusiasm for the future of Ft Collins.

Thanks for your consideration.  
Glen Schwab

**Jim Bertolini**

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**From:** Sara Vaught <sara@pennymade.co>  
**Sent:** Monday, April 15, 2024 1:24 PM  
**To:** Jim Bertolini  
**Subject:** [EXTERNAL]

To Whom it may concern,

I oppose the finding of historic eligibility for [2601 S. College Avenue](#). There is clearly no association with the history of Fort Collins.

The building is not historically significant whatsoever!

We need redevelopment in this area of Fort Collins. This could be an incredible opportunity for Fort Collins for local jobs, revenue and a fun practical mid-town experience.

Sincerely,  
Sara Vaught

Sara Vaught  
Client Relations Manager

—  
[pennymade.co](http://pennymade.co)

**Jim Bertolini**

---

**From:** David Everitt <dgecamino1@gmail.com>  
**Sent:** Tuesday, April 16, 2024 1:37 AM  
**To:** Jim Bertolini  
**Subject:** [EXTERNAL] Drake & College historical designation

It has come to my attention that the ugly building located on the SW corner of Drake and College has been designated as a historical site and that this designation is being reconsidered. I believe that the historical designation is inappropriate and shortsighted as it is inconsistent with the current and future redevelopment of the mid-town corridor as it will create a blighted eye-sore along college avenue in addition to effectively smothering the redevelopment of the site on which it is located into much needed high density living units which is consistent with our city's objectives to provide more urban housing. I urge the Historical Committee and the City Council to remove the historical designation for the betterment of our community.

Thank you,  
David Everitt



2601 South College Avenue  
Fort Collins, Co.

April 12, 2024

To whom it may Concern,

I oppose the finding of historic eligibility for 2601 south College Avenue Fort Collins, Colorado. This street corner is not clearly of any historic significance to this town and I feel the development of this prominent street corner in Fort Collins is advantageous to the entire community and will only improve and enhance the city on a major intersection. We need redevelopment in this midtown area, and this could be the catalyst to starting that. Please take a serious look at reversing this Historical classification.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler Texeira", written over a horizontal line.

Tyler Texeira

"

O R 2

2 7 2014  
 11 2 2014  
 18 2 2014  
 25 2 2014

2 7 2014 11 2 2014 18 2 2014 25 2 2014

**Staff Presentation  
to the  
Historic Preservation Commission  
April 17, 2024**



April 17, 2024

## Historic Preservation Commission

Appeal: 2601 S.  
College Ave.  
City Historic Landmark  
Eligibility

**Jim Bertolini**

Senior Historic Preservation Planner



*Item 20.*

- De Novo hearing – HPC provides a new decision
- Consider evidence regarding **significance** and **integrity** of the buildings addressed as 2601 S College Avenue
  - Standards under Municipal Code 14, Article II
- Provide a **determination of eligibility** for Fort Collins Landmark designation
- Final decisions of the Commission shall be subject to the right of appeal to the Fort Collins City Council (Sec. 14-9)
- NOTE: The HPC’s role in this appeal hearing is not to consider adaptive reuse potential, which is not a consideration of MC 14, Article II
  - This is considered if a resource is first determined Eligible, during the conceptual or formal development review stage

- August 16, 2023 – Preliminary Development Review Meeting (All City Depts)
- August 23, 2023 – Historic Survey Ordered
- October 17, 2023 – Survey Completed and Transmitted
  - Completed by City staff since no 3<sup>rd</sup> party historians were available
- October 27, 2023 – Appeal Received

## Land Use Code (Development)

## Municipal Code - Eligibility

- 3.4.7
  - (B) Requires identification of historic resources on/near development site
  - (C) Determination of Eligibility
  - (D) Treatment of Historic Resources

- Chapter 14, Article II
  - 14-22 – Standards for eligibility
  - 14-23(b) – Process for appealing a staff decision

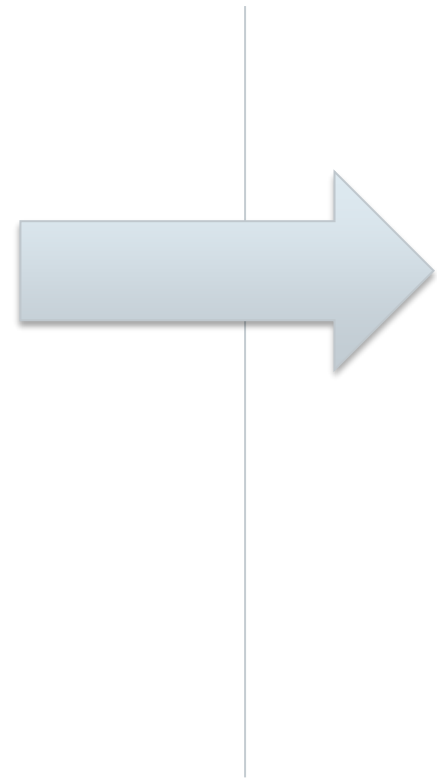
If found Eligible

- If determined Eligible
  - *Does not* require or initiate landmark designation
  - *Does* require preservation and adaptive reuse of historic resources for development applications subject to land use code compliance [3.4.7(D)(3)]
    - Modifications of Standards are allowed under the usual process in LUC 2.8
- If determined Not Eligible – no further Preservation concerns

\*Section 14-22, “Standards for determining the eligibility of sites, structures, objects and districts for designation as Fort Collins landmarks or landmark districts.”

## Significance

- 1. *Events*
- 2. *Persons/Groups*
- 3. *Design/Construction*
- 4. *Information Potential*



## Integrity (7 Aspects)

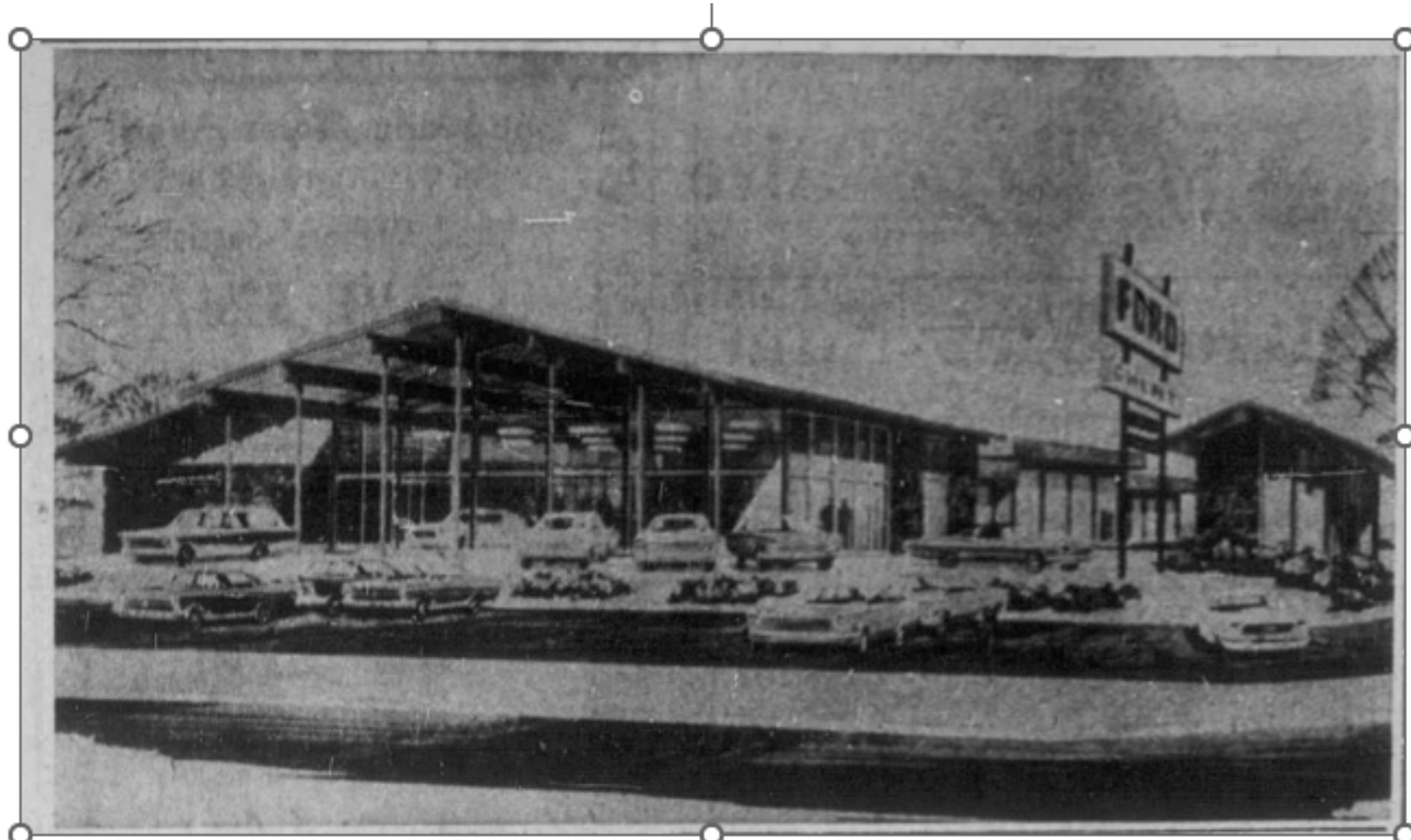
- 1. *Design*
- 2. *Materials*
- 3. *Workmanship*
- 4. *Location*
- 5. *Setting*
- 6. *Feeling*
- 7. *Association*

Item 20. Deadline Copy Goes Here



# 1 S College Avenue: History

- Formerly the W.A. Drake Farmstead
- Demolished for the Ghent Auto Dealership
- 1966 – Completed
- 1972 - Car Wash structure added to NW corner
- Removed between 1983-1999
- 1998 – original roofing replaced with standing seam metal



**Figure 1:** Artist sketch of new dealership. Image clipped from *Coloradoan*, February 27, 1966.



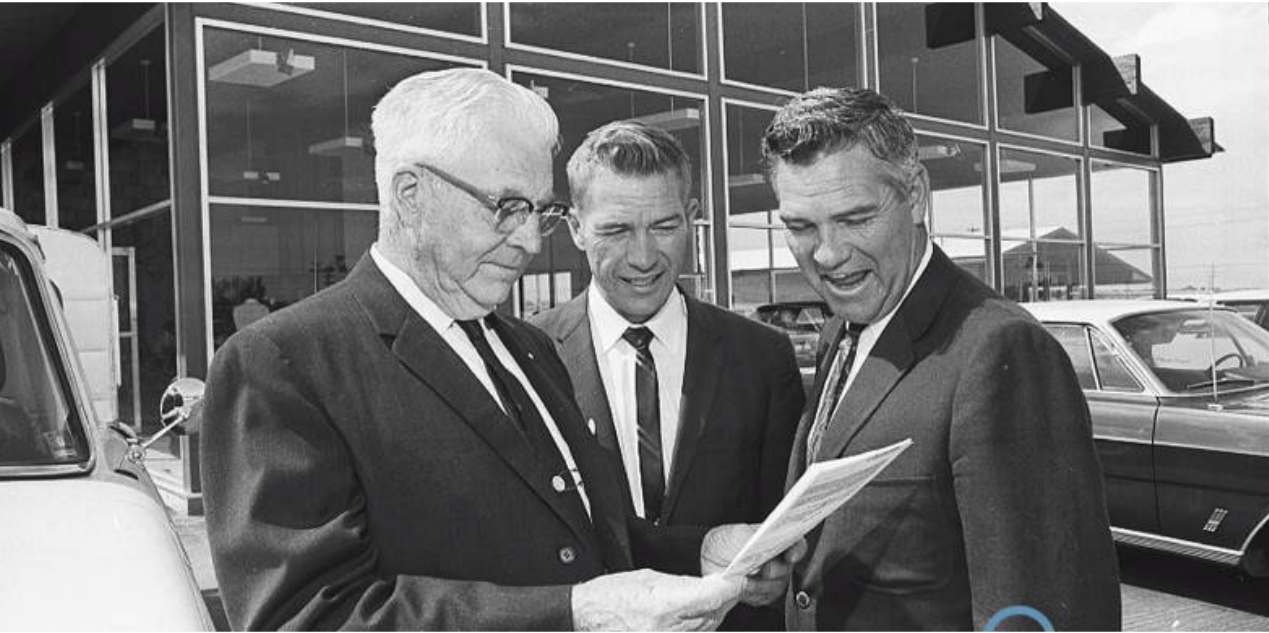
100 E Drake Rd

**1 – Events/Trends** (South College Commercial Expansion)

- *General postwar movement of businesses away from Downtown, including automobile dealerships*

- Comparative Context
  - Few substantial, surviving examples of post-war expansion in this part of Fort Collins
    - 100 E. Drake
    - 2720 S. College Ave
    - 2839 S. College Ave.
  - Formerly many examples, but most are either altered or demolished

# 201 S. College Avenue: Significance Standard 2 Persons/Groups



Frank Ghent, 1984



Ghent Motors Ground-breaking, March 9, 1966

## 2 – Persons/Groups (Frank & Dwight Ghent)

Successful business owners & community leaders in early and mid 20<sup>th</sup> century

- Landmarked Residences: 1612 Sheely Dr. (Dwight); 638 Whedbee St. (Frank)
- Pre-1966 Ghent businesses heavily



Ghent Motors at 205 N. College, 1950 – since heavily altered



Item 20.

## Design/Construction



Figure 2: 2601 S. College facade. Image clipped from *Coloradoan*, October 26, 1966.



### 3 – Design/Construction (*Modern Architecture / Auto Dealerships in Fort Collins*)

- One of the only *intact* auto dealership from either the early (c.1920s) or mid-20<sup>th</sup> century periods in Ft Collins
- Significant surviving reflection of Modern architecture in this section of Fort Collins
- Potentially one of only two examples of commercial contemporary style architecture in Ft. Collins

- Comparative context

- Automobile dealerships (and other auto-related properties)
  - 142 Remington – Banwell Motors (now the Gearage)
  - 150 W. Oak – Goodyear store
- Modern Commercial Architecture
  - 425 S. College, Safeway (now Lucky's)
  - 1101 W. Elizabeth, Campus West Shops
  - Bank towers downtown, including 401 S. College, 215 W. Oak, 315 W. Oak
  - Smaller bank buildings, including 100 S. College & 100 E. Drake
- Modern Architecture overall
  - Those named above, along with some residential and religious architecture



Figure 3: 2601 S. College, service wing. Image clipped from *Coloradoan*, October 26, 1966.

- MC 14-22(b): “the ability of a site, structure, object, or district to be **able to convey its significance**. The integrity of a resource is based on the degree to which it retains all or some of **seven (7) aspects** or qualities established by the U.S. Department of Interior, National Park Service: location, design, setting, materials, workmanship, feeling and association. **All seven (7) qualities do not need to be present** for a site, structure, object, or district to be eligible as long as the overall sense of past time and place is evident.



Figure 9: Feature 1, north elevation, view southeast (Image #7229, R. Schields, 10/3/2023)

- Overall good/sufficient integrity
  - *Detractions in Design and Materials due to:*
    - loss of most historic overhead garage doors in service wing
    - 1998 modification of roof to standing-seam metal

# Staff Evaluation of Integrity

Aspect of Integrity	Staff Conclusion
<p><b>Location</b> - the place where the resource was constructed or the place where the historic or prehistoric event occurred.</p>	<p>Retained – the dealership remains in its original location.</p>
<p><b>Design</b> - the combination of elements that create the form, plan space, structure and style of a resource.</p>	<p>Retained – Impacted by the two small additions on the west elevation and some window infill. However, overall design elements such as long and low massing, asymmetrical plan, low-pitched gable roof, broadly overhanging eaves, fixed window walls, obscured entries, exposed rafter beams, and broad uninterrupted wall surfaces remain.</p>
<p><b>Setting</b> - the physical environment of a resource. Whereas location refers to the specific place where a resource was built or an event occurred, setting refers to the character of the place in which the resource played its historic or prehistoric role. It involves how, not just where, the resource is situated and its relationship to the surrounding features and open space.</p>	<p>Retained – although the surrounding buildings have changed over the last fifty years, the general commercial character of the setting is retained.</p>
<p><b>Materials</b> - the physical elements that form a resource.</p>	<p>Retained – Some detractions including the replacement of the roof with standing-seam metal and replacement of the overhead garage doors in the service bays. However, other key character-defining materials remain including the laminated, exposed roof beams, fixed glass window walls, and broad expanses of uninterrupted exterior cladding of concrete block, stucco, and stone.</p>
<p><b>Workmanship</b> - the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. It is the evidence of artisans' labor and skill in constructing or altering a building, structure or site.</p>	<p>Retained – important features of the Modern construction techniques, including stone veneer over concrete construction, remain.</p>
<p><b>Feeling</b> - a resource's expression of the aesthetic or historic sense of a particular period of time. It results from the presence of physical features that, taken together, convey the resource's historic or prehistoric character.</p>	<p>Retained – Maintains overall sense as a 1960s/mid-century auto dealership.</p>
<p><b>Association</b> - the direct link between an important event or person and a historic or prehistoric resource. A resource retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the presence of physical features that convey a resource's historic or prehistoric character.</p>	<p>Retained – building's exterior cladding, massing, window walls, asymmetrical plan, low-pitched roof, and exposed rafter beams make association with the mid-20<sup>th</sup> century apparent.</p>

Applicable Standard	Staff Conclusion	Appellant Conclusion
Standard 1 – Events/Trends	<p>ELIGIBLE – Pattern of Events</p> <ul style="list-style-type: none"> <li>- Community: strongly associated with the post-war movement of Fort Collins businesses, generally, and automobile dealerships, specifically, away from downtown toward the edges of the city.</li> <li>- State: Not significant to state history.</li> <li>- Nation: Not significant to national history.</li> </ul>	<p>INELIGIBLE</p> <ul style="list-style-type: none"> <li>- Community: Assertion that car dealerships cannot individually contribute to patterns of urban development.</li> <li>- State: See above</li> <li>- Nation: Not significant to national history</li> </ul>
Standard 2 – Persons/Groups	<p>ELIGIBLE</p> <ul style="list-style-type: none"> <li>- Community: associated with Frank &amp; Dwight Ghent as significant business and social leaders. Acknowledge residences of both Ghents are already Landmarked.</li> <li>- State: Not significant to state history.</li> <li>- Nation: Not significant to national history.</li> </ul>	<p>INELIGIBLE</p> <ul style="list-style-type: none"> <li>- Community: Note that best years in sales were at other sites in Fort Collins, and that Ghent social contributions were not directly related to the dealership property.</li> <li>- State: Not significant to state history.</li> <li>- Nation: Not significant to national history</li> </ul>
Standard 3 – Design/Construction	<p>ELIGIBLE</p> <ul style="list-style-type: none"> <li>- Community: significant as an excellent and rare remaining example of mid-century automobile dealership design and as an example of the Modern Movement/Contemporary architectural style. Comparative analysis with other resources in Fort Collins demonstrates this is a significant local example of Modern commercial architecture.</li> <li>- State: Not significant to state history.</li> <li>- Nation: Not significant to national history.</li> </ul>	<p>INELIGIBLE</p> <ul style="list-style-type: none"> <li>- Community: While there are specific elements that represent the style of the period, the design and details are very common, and is in no way remarkable for the period. On a scale of 1-10 for mid-century design value, 10 being the highest, this example is 1-1.5..</li> <li>- State: Not significant to state history.</li> <li>- Nation: Not significant to national history</li> </ul>
Standard 4 – Information	Not significant	Not significant

## Item 20. Staff Evaluation of Appellant Materials - Integrity

- Staff acknowledges modifications – addressed in staff-produced historic survey form
- Much of the appellant's materials suggest perceived lack of adaptive reuse potential as a factor in historic integrity
- Under City Code (and federal guidelines for NRHP), historic integrity is a measure of the presence of historic materials, features, and overall connection to the important historic period.



## Item 20. C Work Session Requests

- Add 2017-2018 Determination and Appeal to the record
  - This has been added as Attachment 5
  - As noted in the cover memo, the 2017-2018 process occurred under a previous code version and does not reflect current Land Use and Municipal Code requirements.
- Appellant requested addition – redlines from 2019 code changes to Chapter 14

- Public Comments
  - 7 – opposed to Eligible finding/opposed to preservation of site
  - 3 – support Eligible finding and adaptive reuse

- De Novo hearing – HPC provides a new decision
- Consider evidence regarding **significance** and **integrity** of the buildings addressed as 2601 S College Avenue
  - Standards under Municipal Code 14, Article II
- Provide a **determination of eligibility** for Fort Collins Landmark designation
- Final decisions of the Commission shall be subject to the right of appeal to the Fort Collins City Council (Sec. 14-9)
- NOTE: The HPC’s role in this appeal hearing is not to consider adaptive reuse potential, which is not a consideration of MC 14, Article II
  - This is considered if a resource is first determined Eligible, during the conceptual or formal development review stage

# **Applicant Presentation to Historic Preservation Commission April 17, 2024**

# *2601 S. College*



# *Team*

Property Owners: Kriss Spradley and Bill Barr

Built Environment Evolution: Natalie Feinberg Lopez

Brownstein: Angela Hygh and Nina Sawaya

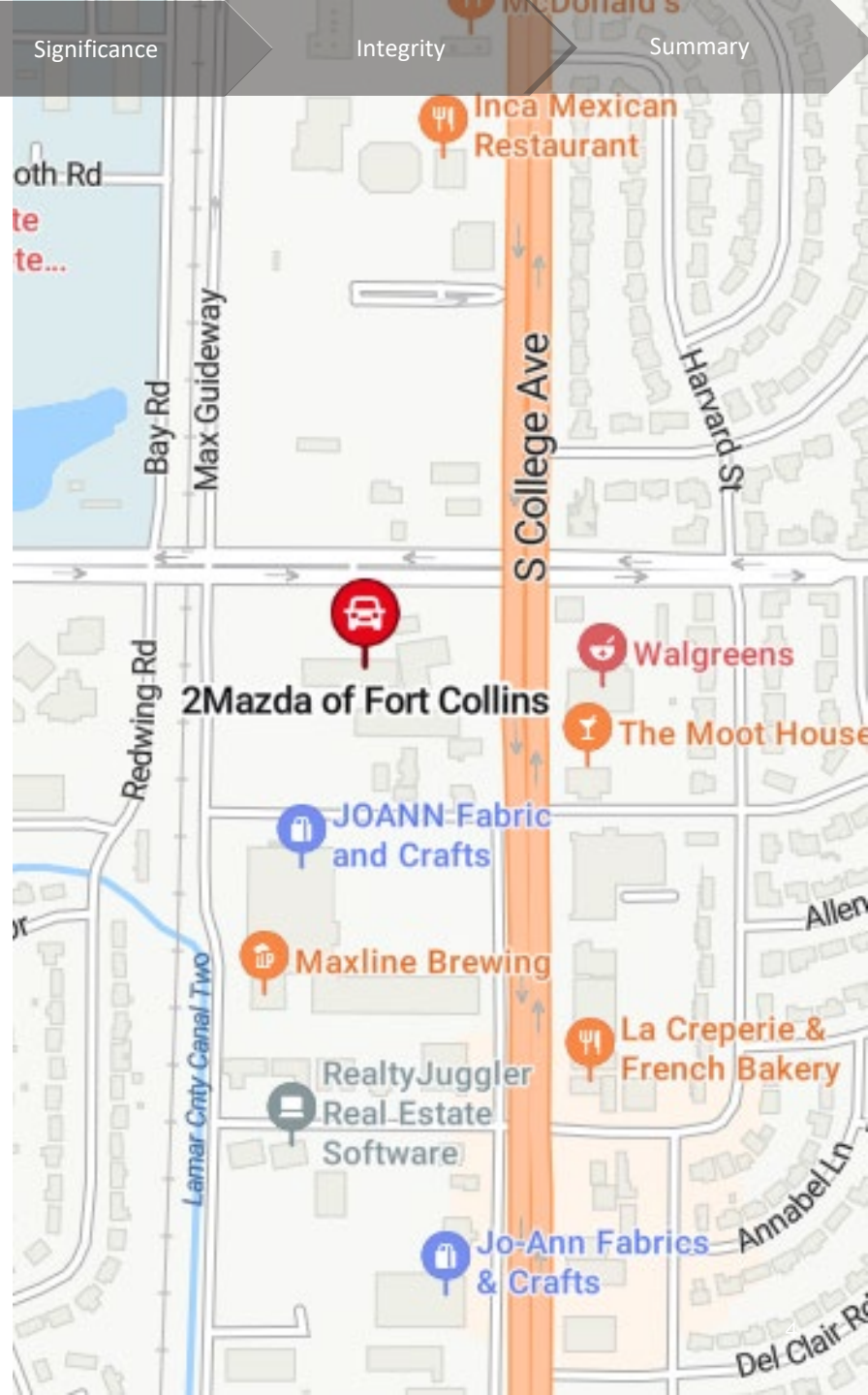
## *The Appeal*

- The Property Owners are appealing the determination by City Staff that the Property is eligible for historic designation.
- De novo standard.
- City Council determined on April 3, 2018 that the property was NOT eligible for historic designation.
- City Council's determination expired on April 3, 2023.

Item 20.

# 2601 S College Ave.

Commonly Known as The Mazda Dealership





## *Criteria for Historic Eligibility*

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For a resource to be eligible for designation as a landmark under the Code, it must possess both **significance** and **integrity**



## *Significance*

“**Significance**” is “the importance of a site, structure, object, or district to the history, architecture, archeology, engineering or culture of our community, State or Nation.” *City Code, § 14-22*. The criteria include:

- (1) events**
- (2) persons/groups**
- (3) design/construction**
- (4) information potential

# Integrity

“**Integrity**” is “the ability of a site, structure, object, or district to be able to convey its significance.” *City Code, § 14-22*. The criteria include:

1. Location
2. Design
3. Setting
4. Materials
5. Workmanship
6. Feeling
7. Association



## *Natalie Feinberg Lopez, APTI RP*

- Consulting in technical preservation and conservation analysis for 25 years.
- Extensive Experience With Mid-Century Modern Structures
- Acted as Principal Planner for the Historic Preservation Department for the City of Aspen



**BUILT ENVIRONMENT EVOLUTION**  
Preserving the Past Transforming Tomorrow

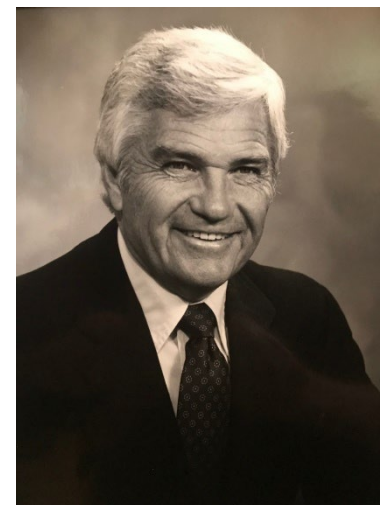
## Events

- Recognizable contribution
- Two Types:
  - Specific event
  - Pattern of events or a historic trend



## *Persons/Groups*

**Specific contributions** to history that can be identified and documented.



## *Design/Construction*

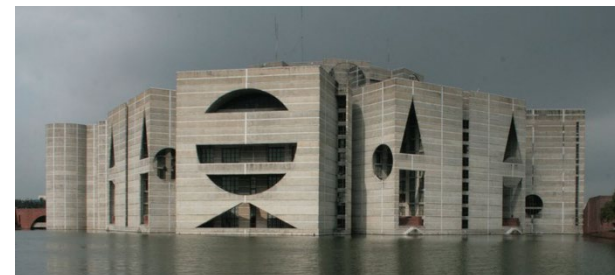
- Embody the identifiable characteristics of a type, period or method of construction;
- Distinguishable from others
- Possess high artistic values or design concepts;
- Recognizable and distinguishable group of resources.
- 1.5 out of 10



## *Design/Construction*

- Comparison with excellent examples of modern architecture.

- International - excellent examples of modern architecture.





## *Design/Construction*

- Comparison with excellent examples of modern architecture.



- United States - excellent examples of modern architecture.



## *Design/Construction*

- Comparison with excellent examples of modern architecture.
- Local - excellent examples of modern architecture.



# Integrity

“**Integrity**” is “the ability of a site, structure, object, or district to be able to convey its significance.” *City Code, § 14-22.* The criteria include:

1. Location
2. Design
3. Setting
4. Materials
5. Workmanship
6. Feeling
7. Association



# Location & Setting



Item 20.

# Location & Setting

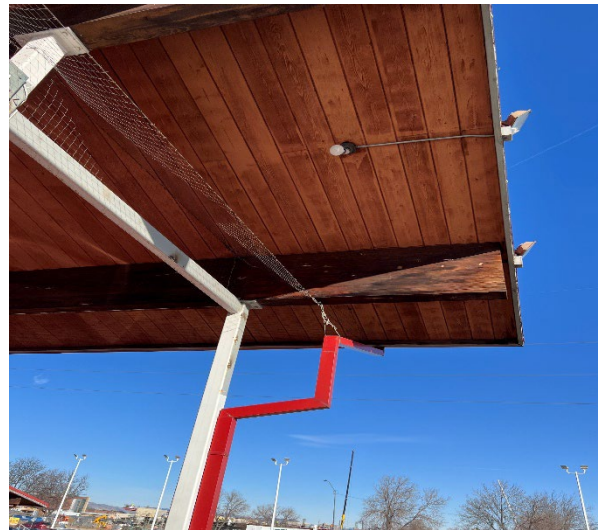
- College Ave Auto Dealerships



# Materials: Not Built to Last

Many elements show significant deterioration indicating the end-of-life cycle including:

- Original Materials were inexpensive and meant to be replaced often
- Deterioration of drainage
- Surfaces requiring removal of asphalt
- Repair of Foundations



## *Design and Workmanship*

- On a scale of 1-10 for mid-century design value, 10 being the highest, this example is **1-1.5**.



## *Feeling and Association*

- Does not retain the feeling and association of the Post-War era. None of these South College examples are eligible:





## *Other Considerations*

- Top: Dwight Ghent's Home  
1612 Sheely Drive
- Bottom: Frank Ghent's Home  
638 Whedbee



# *Things to Keep in Mind*

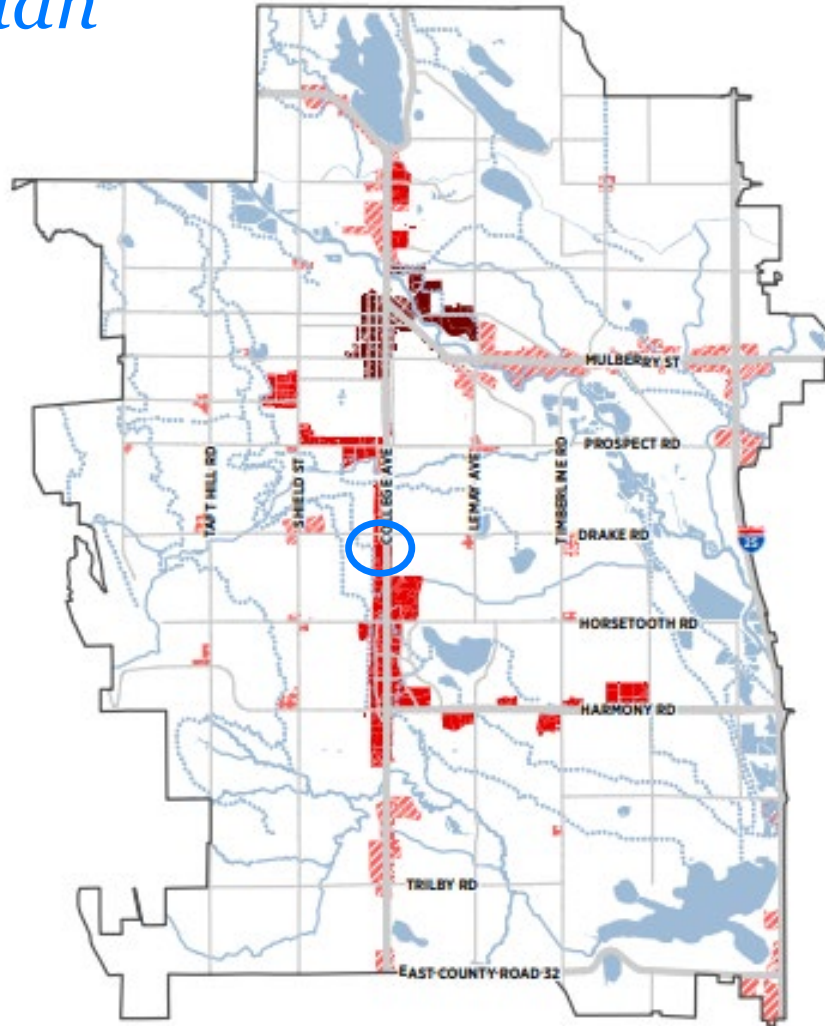
- Being selective about what is eligible for historic designation preserves the designation process



## *Policies and Purposes – Section 14-1 and 14-2*

- “stabilize or improve aesthetic and economic vitality and values of such sites, structures, objects, and districts
- “promote the use of important historical archaeological or architectural sites”
- “promote good urban design”

# Structure Plan



Downtown District

Urban Mixed-Use Districts

# Midtown Plan



## *No Changes Since 2018*

- No new discoveries about the property or the Ghents.
- No substantial changes to the criteria.

# Thank You



# **Public Comment**

## **Visitor Log**

Historic Preservation  
Commission April 17, 2024



**PUBLIC COMMENT LIST**

Names	Street Number	Street Name	City	State	Zip Code	Email Address
Tyler Teixeira, Beacon Construction	PO Box 270218		Fort Collins	CO	80527	<a href="mailto:tyler@beacon-con.com">tyler@beacon-con.com</a>
David Everitt						<a href="mailto:dgecamino1@gmail.com">dgecamino1@gmail.com</a>
Sara Vaught						<a href="mailto:sara@pennymade.co">sara@pennymade.co</a>
Glen Schwab						<a href="mailto:schwab11@comcast.net">schwab11@comcast.net</a>
Lisa Clay, Advance Tank and Construction	PO Box 219		Wellington	CO	80549	<a href="mailto:lclay@advancetank.com">lclay@advancetank.com</a>
Mark Sears		3131 Worthington Ave	Fort Collins	CO	80526	<a href="mailto:marksears1@msn.com">marksears1@msn.com</a>
Bob Carnahan		1207 Oak Island Ct	Fort Collins	CO	80525	<a href="mailto:bob@bcarnahan.com">bob@bcarnahan.com</a>
Susan Abbott Schneider		1570 Rhode Island St	Loveland	CO	80538	<a href="mailto:s1schneid@yahoo.com">s1schneid@yahoo.com</a>
Meg Dunn		720 W. Oak Street	Fort Collins	CO	80521	<a href="mailto:meg@urbanfortcollins.com">meg@urbanfortcollins.com</a>
Sharon Danhauer		1345 E. 7th St. #7	Loveland	CO	80537	<a href="mailto:sadanhau@gmail.com">sadanhau@gmail.com</a>

# HISTORIC PRESERVATION COMMISSION

## Visitor Log

[This was a hybrid (in-person & remote) meeting. The Secretary filled out the visitor log.]

DATE: April 17, 2024

Name	Mailing Address	Email and/or Phone	Reason for Attendance
Angela Hygh	6733 W 98th Cir	ahygh@bhf.com	Appellant - presider
Natalie Feitberg Lopez	Po Box 2464 Aspen CO 81612	natalie@builtenvironmentevolutions.com	Appellant
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Please contact Melissa Matsunaka at 970-224-6070 or [mmatsunaka@fcgov.com](mailto:mmatsunaka@fcgov.com) if you inadvertently end up with it. Thank you!

# Verbatim Transcript

Historic Preservation Commission  
April 17, 2024

HISTORIC PRESERVATION COMMISSION

CITY OF FORT COLLINS

Held APRIL 17, 2024

300 Laporte Avenue

Fort Collins, Colorado

In the Matter of:

2601 SOUTH COLLEGE: APPEAL OF DETERMINATION OF ELIGIBILITY

Meeting Time: 5:30 PM, April 17, 2024

Commission Members Present:

Jim Rose, Chair  
Bonnie Gibson, Vice Chair  
Margo Carlock  
Chris Conway  
Jeff Gaines  
Tom Wilson

Staff Members Present:

Heather Jarvis  
Jim Bertolini  
Maren Bzdek  
Yani Jones  
Rebecca Schields  
Melissa Matsunaka

1 CHAIR JIM ROSE: And now moving on to item number five, consideration of the appeal of  
2 determination of eligibility for 2601 South College. And because this is a de novo hearing, we are going  
3 to be determining eligibility, and it is an appeal of a staff decision. So, I'd like to simply review what we  
4 will be doing and the procedure we will follow so that everybody understands the time and the  
5 appropriate place where all the input that is needed and appropriate can be received. The first thing I'm  
6 going to do, however, is ask if anyone on the Commission would wish to disclose any conflict of interest.  
7 Okay, seeing none, we will then have a staff report, and I'll turn that over to the staff, and then we will  
8 hear from the appellant, and then members of the Commission will be given the opportunity to ask  
9 questions of the staff and the appellant, so it will open for Commission questions and discussion, but we  
10 will not completely discuss the final decision until all the various parties have had a chance to provide  
11 their input. We will, after questions of staff and the appellant, we will open it up for the public to provide  
12 comments in support or in opposition, and then we will ask our staff and the appellant to provide any  
13 commentary on any public input that was received. The appellant will have an opportunity to address any  
14 comments made by the public and by City staff. We will then ask Commissioners for any final comments  
15 or clarifications, questions of staff or the appellant, or anyone who has entered testimony as the public,  
16 and after that period, when all of that has taken place, we will close the taking of any additional  
17 information and the Commission itself will then engage in a discussion. We may do that prior to a  
18 motion, or we may do a motion first and then discuss the motion. But, at any rate, we will, at some point,  
19 once a motion has been made and voted on, we will then ask each Commissioner to provide an  
20 explanation for their vote. So, that's pretty much how things will go, and I will begin this process with a  
21 staff report.

22 JIM BERTOLINI: Thank you, Mr. Chairman, Jim Bertolini, your Senior Historic Preservation  
23 Planner; I'll be giving your staff presentation this evening. As you noted, this is an appeal of a staff  
24 finding of eligibility for the property at 2601 South College Avenue, historically the Ghent Motors  
25 facility.

26 This is just providing some background on the building...this is at the southwest corner of Drake  
27 and College, kind of on the north end of midtown, and this is showing a site map of the three features that  
28 were documented during the historic survey process, the primary automobile showroom and service  
29 garage, which is feature one, feature two, which is an accessory drive-through shop for auto parts, and  
30 then feature three, which is non-contributing, but certainly has some historic interest, that's a carriage step  
31 with W.A. Drake on it in reference to the former Drake Farm that used to be on this location.

32 Just a bit about how we got to this appeal process. In this case, the role of the Historic  
33 Preservation Commission tonight...this is a de novo hearing. Effectively, what that means is that your  
34 decision tonight replaces the staff finding. So, you're not beholden to the staff finding; it would be  
35 weighing the information that you have in your packet that you received for this meeting, and then  
36 making a new decision. And as outlined in the Municipal Code, specifically Municipal Code 14, Article  
37 2, the role here is to consider evidence regarding the historic significance and the historic integrity of the  
38 buildings on the property addressed at 2601 South College. And, in considering that evidence, to then  
39 provide a determination of eligibility for this property, whether it qualifies or not as a Fort Collins  
40 landmark. Your decision tonight will be a final decision, which means it is subject to appeal. Anyone  
41 who has standing to appeal will have the right to appeal...and file an appeal with the City Clerk's Office  
42 within two weeks.

43 One of the things staff did want to note is that, in this appeal hearing, the role is not to consider  
44 adaptive reuse potential since that's not a consideration that's outlined in Municipal Code 14, Article 2.  
45 This is considered if the resources is first determined eligible and that standing holds during the actual

1 project review stage...the Preservation Commission would have a role as a recommending authority to  
2 whoever the decision maker is, and in that case, you could consider adaptive reuse potential, but for the  
3 purpose of tonight's hearing, the expectation of the Code is that you will consider the standards in  
4 Chapter 14, Article 2 that deal with historic significance and then historic integrity, which we'll discuss  
5 on later slides.

6 A bit about the current review timeline, how this appeal got to the Preservation Commission.  
7 This started with a preliminary development review meeting for the developer proposing a new project  
8 for this site back in August of 2023. As is required under the City's Land Use Code regarding properties  
9 that have resources over fifty years of age on the development site, a historic survey was ordered shortly  
10 afterwards to determine if the resources on the development site met the standards of the City regarding  
11 landmark eligibility. That survey was completed on October 17<sup>th</sup> of last year, and then an appeal from the  
12 developer was received shortly thereafter, on October 27<sup>th</sup>. We do allow...the reason for the delay was  
13 really at the appellant's request since we allow them up to six months to consult any land use  
14 professionals, consult their own historian, et cetera, and that can take some time, and so we provide up to  
15 six months before scheduling their hearing. One of the things to emphasize here is that we do require,  
16 this is a Code requirement, that we complete an intensive level survey that takes a fairly comprehensive  
17 look at the history and potential historic significance of any site that's proposed for redevelopment. And  
18 then when we issue those findings as staff, we typically evaluate that site form that's received from the  
19 historian, or in this case, this was produced by our staff historian, and look for any important factual  
20 errors, we look for questions that would impact arguments for significance as outlined in the City  
21 standards, and then we do come to a staff consensus on whether we feel the property actually qualifies for  
22 listing or not, and in this case, that was the staff consensus.

23 Just to dig a little bit deeper into that Code process...so, as most development projects...any  
24 development proposal, whether it's preliminary or a formal proposal, is processed under the Land Use  
25 Code, and the cultural resource protections afforded to properties under the Land Use Code are in Section  
26 3.4.7. And there's a process that really starts with identifying whether any properties that are over fifty  
27 years of age on a development site qualify as City landmarks, and we're in that stage currently, where  
28 we're determining eligibility of those properties. Now, that process uses the same standards we use to  
29 landmark properties when property owners request that, or other parties that have the ability to request  
30 nominations. So, the standards are the same whether it's a development project or if someone were  
31 requesting a landmark nomination...use the same metric to measure that. And so, that's where we're at  
32 currently is measuring this property against those standards and determining if it meets those standards  
33 for eligibility. If the property is found eligible, then we move on to the next step, which is just part of the  
34 larger development review process of how those historic resources are being treated as part of the  
35 development, and typically, eligible properties are expected to be preserved...that is the standard that  
36 needs to be met in that case.

37 So, just to reinforce this a little bit more, if the Commission determines this property eligible, that  
38 does not require or initiate a formal landmark designation. City landmarks are designated by ordinance  
39 by City Council; that process would not be started. It does require, if the property is determined eligible,  
40 that it is preserved and adaptively reused as part of a development application. There is an option for a  
41 modification of standards...any Land Use Code requirement has the potential for a developer to request a  
42 modification of standards...that's outlined in Land Use Code 2.8, and there's some provisions for what  
43 kinds of situations can receive a modification of standard. If it's the Commission's decision that the  
44 property is not eligible, that would...assuming no appeals come forward...that would end preservation

1 concerns related to this development site, since there are no other historic resources on or near this site  
2 that are of concern.

3 Dealing specifically with our methodology for how the City determines whether something meets  
4 the eligibility requirements or not...this is a two-step process that's modeled off of a federal program  
5 called the National Register of Historic Places that was created in 1966, just a couple years before Fort  
6 Collins created its own landmark program. These standards were created in reference to the same  
7 standards that the National Register uses, and we have for the most part adopted the standard language  
8 from the National Register into our City Code in Chapter 14 with some modifications to allow for more  
9 appropriate recognition of locally significant resources that are important to the city and the community.  
10 But, this process is a two-step linear process. The very first thing we assess is whether or not a property  
11 is even important in local, state, or national history...that's what we mean when we say significance is, is  
12 it actually important? It has to meet one of these standards for us to continue with this process, and we  
13 have four different standards in City Code, again modeled off of the National Register. The first is events  
14 or trends in local, state, or national history, the second is association with important persons or groups of  
15 people, the third is importance as an example of significant design or construction, and then information  
16 potential which tends to be applied to archeological sites that may have important research potential for  
17 our area.

18 If, and only if, something is significant under at least one of those standards, then we measure  
19 what's called historic integrity, and that's really the ability of a historic place, whether it's a building, a  
20 site, a landscape, to continue to tell its story, or to reflect that historic importance in its physical features.  
21 It's not required that all seven of these aspects, also modeled off the National Register...it's not required  
22 that all seven aspects are met, but it is important that key aspects of integrity are met in relation to why  
23 that property is important. So, which aspects of integrity matter are really going to depend on why the  
24 property is important in the first place. So, for example, a farm property that's significant for its  
25 association with agriculture in a particular area really needs to have integrity of location, setting, and  
26 feeling and association, in order to really connect with that agricultural story. A property that's important  
27 for its architectural design may not need to still have integrity of location, it may even be relocated, but it  
28 should have fairly good integrity of design, so perhaps if it's architect-designed, it still should reflect that  
29 original architect's vision for that property, materials, which are often part of that vision, should generally  
30 be intact. Perhaps if it's an adobe building in Alta Vista that's important for it's method of construction,  
31 it's workmanship may be important...reflecting that kind of handcrafted, adobe walls and adobe bricks  
32 that make up that building. So, while integrity varies based on the importance of the property. Both of  
33 these things need to be met for something to qualify as a landmark. So, that outlines the process by which  
34 we measure historic places to see if they qualify as a historic resource under our City Code.

35 So, moving specifically to 2601 South College. This is just showing a historic photograph of the  
36 building shortly after it was constructed in 1966, and then a recent photograph of the building from its  
37 historic survey last year. And this is just some physical history of the property. Again, this location, that  
38 southwest corner of College Avenue and Drake Road is formerly the Drake Farmstead, the namesake of  
39 what used to be a farming village called Drake, and now the namesake of Drake Road itself. That  
40 farmstead was mostly demolished, except for that carriage step that's still on site, in 1966 to make way  
41 for the Ghent auto dealership, and that's the building that's in question this evening. There was at one  
42 time, 1972, there was a carwash structure added to the northwest corner, about where Drake and  
43 McClelland is now. That was removed again sometime between 1983 and 1999, we don't have an exact  
44 date for that. Then in terms of other significant modifications, the main one would be the replacement of

1 the original roofing, which from historic images looks like it was rolled asphalt, and replaced that with  
2 standing seam metal in 1998...that's what is still there currently.

3         Running through the standards that staff considered the property eligible for, under the City  
4 standards. The first was standard one for events and trends, and this relates to the South College  
5 commercial expansion after World War II. We see after World War II, especially over the 1950's and  
6 '60's, a lot of our downtown businesses move away from downtown, and move to areas outside of town,  
7 especially South or North College, in this case South College, and especially for businesses that in some  
8 way depended on, or were embracing the shift, to kind of automobile-focused commercial and public life  
9 in the 1950's and later. And so this property appears to be a significant example of that, just based on it  
10 being a surviving example, and based on it's scale, in terms of the redevelopment of this area. Generally,  
11 when we are measuring any property under a standard, we do consider it in that context, so that context of  
12 South College commercial expansion, we consider it not only in its historic context during that time, but  
13 then what's still around to tell that story as well, what other, what we might call peer properties, exist that  
14 might tell the story equally well, that might tell that story better. And so, in this case, we did consider  
15 some other properties that we have at least taken a preliminary look at in terms of historic significance,  
16 and that includes just a couple of other surviving examples of that post war expansion on South College  
17 Avenue around the Drake and College intersection. So, there's a couple of other buildings that are a bit  
18 farther south on College that are reasonable examples of that, that are fairly well intact, and then we have  
19 what is currently the Key Bank building at 100 East Drake that's just across the street, kind of caddy  
20 corner to the northeast from the property in question this evening. There were formerly a lot of other  
21 examples in this area, but most have either been altered or demolished at this point, which is one of the  
22 reasons that we consider this as a significant reflection of what was a major trend in Fort Collins history  
23 after World War II.

24         The second standard that staff considered this property significant under was standard two for  
25 persons and groups, specifically for association with Frank and Dwight Ghent, the owners of the  
26 automobile dealership here. In this case, this was one of our more significant auto dealerships. It was  
27 actually established prior to World War II, and there main showroom at that time was at the northwest  
28 corner of Laporte and College, and that's what you're seeing here in the bottom center photograph; it's  
29 currently the location of Beau Jo's and City Drug. In this case, the Ghent's were one of our more  
30 successful business owners during that time period, especially when we're considering the automobile  
31 industry in Fort Collins from the 1920's forward to the 1960's and '70's. They have already been  
32 recognized as significant individuals in Fort Collins history...their two properties...their two residences  
33 have been landmarked, one at 638 Whedbee Street for the older Frank, and then Dwight, the younger, at  
34 1612 Sheely Drive. One of the reasons that staff considered this in part of our comparative research that  
35 2601 South College would be significant, is that as much as we might prefer to consider a property that  
36 has a little bit more length of history, a little bit more foundational history, with a successful  
37 businessperson, or businesspeople, like the Ghent's. This has been fairly heavily altered in a way that  
38 really doesn't reflect that Ghent Motor Company period in the property's history in terms of the property  
39 at Laporte and College, and so in terms of reflecting their contributions to the commercial and business  
40 history of Fort Collins, the 2601 South College building becomes really our last reflection of that  
41 commercial history. So, for that reason, and for that association, staff considered the property eligible  
42 under standard two.

43         And then finally, under significance, standard three for design and construction, staff did consider  
44 this a significant example of modern architecture in Fort Collins, and especially along South College, and  
45 a significant surviving example of an auto dealership in Fort Collins, which considering the immense



1 importance of transitioning automobiles...transitioning American cities to automobiles after World War  
2 II, these do tend to be a fairly significant reflection of that if they survive, which is something that they  
3 don't often do since then tend to have a pretty high churn in terms of alterations or redevelopment. And  
4 so, in this case, from staff's research, we determined this was one of the only intact auto dealerships from  
5 either the early automobile period in the 1920's or the mid-20<sup>th</sup> century period in Fort Collins. This  
6 appeared to be one of our only places we could really tell that story of transition during the 1960's, and so  
7 for that reason, we considered it significant as a property type under standards three. We also considered  
8 it a significant surviving reflection of modern architecture in what was then south Fort Collins. Again,  
9 most of those other examples in this specific area of town had been redeveloped. We do have other good  
10 examples of modern architecture elsewhere in the city that are outlined here on the right side of the slide.  
11 We did consider it potentially one of the only examples of commercial contemporary style architecture in  
12 Fort Collins. Contemporary style refers to...this kind of broad, kind of open gables with lots of glass  
13 curtain walls, a lot of open space that's contrasted with some of these naturalized materials like the rock  
14 veneer that you see on this, and occasionally some other institutional and public architecture, especially  
15 on campus at Colorado State University.

16 So, in terms of comparing this and kind of assessing whether this was significant in its context,  
17 we measured it against some of our other surviving automobile dealerships, or at least auto related  
18 properties. You have a couple of others in that context that appear to still be intact, but nothing at this  
19 scale or significance. And in terms of modern commercial architecture, it's also a significant reflection  
20 with only a few peers at least of this scale and prominence throughout Fort Collins. Probably the other  
21 peer property is the one that we've pictured here, Lucky's Market, that's at the northwest corner of  
22 Mulberry and College. So, overall, staff considered this a fairly significant reflection of modern  
23 architecture in Fort Collins, at least in terms of what survives here, especially when we consider it as  
24 commercial architecture.

25 Moving on to historic integrity. Again, this is the measure of whether or not a property that has  
26 importance still reflects that importance with its physical features. So, this is a comparative image of the  
27 service bays off the back of the building. And this is really about whether or not a property has enough of  
28 its historic materials or design features to sufficiently kind of tell its story, to convey that important  
29 historic significance. Staff certainly acknowledges there are some losses of integrity for this property that  
30 do matter. Specifically, when we're dealing with the service garage, the loss of most of the overhead  
31 garage doors that have been replaced with newer versions of those. The openings remain, but the doors  
32 themselves have been replaced. That is a detraction, and then of course the 1998 modification of the roof  
33 to a standing seam metal roof...that's a fairly prominent modification. But, by staff's judgment, while  
34 those are impositions, they are not so significant that we can't still tell that story of post-World War II  
35 expansion on South College Avenue; that still appears apparent with a preponderance of resources and  
36 materials at the site.

37 So, this is just a...kind of a run down of the staff evaluation of integrity with those seven aspects  
38 that are outlined in the City Code. So, with location, that one's a lot more obvious just because the  
39 property hasn't been moved, it's still in it's original location where the buildings were constructed. The  
40 overall design, again, there's some impositions on this, there's two small additions of the west elevation  
41 towards McClelland, there's been some window infill, but overall, those design elements, especially the  
42 long, low massing, the asymmetrical plan, the large and low-pitched gable roof with the overhanging  
43 eaves, the big window walls, all of those features, especially the exposed rafter beams which are a pretty  
44 distinctive part of this part of this particular building, all remain. So, generally, the property still has  
45 integrity of design.

1           Setting...there's been some change to the overall setting of the property just with redevelopment  
 2 throughout the years. The general commercial character of the setting is retained, although the substance  
 3 of that setting has certainly changed with new construction. Materials...these are the physical elements  
 4 that form a resource. Most of this is retained, at least by staff's estimation. There are some distractions,  
 5 we mentioned the replacement of the roof with standing seam metal, replacement of the overhead garage  
 6 door bays, but otherwise we still have a lot of those character-defining materials like the laminated  
 7 exposed roof beams, the fixed glass window walls, and the broad expanses of exterior cladding which is  
 8 concrete block, stucco, and that stone veneer.

9           Workmanship is the physical evidence of the crafts of a particular culture. In this case, this is  
 10 going to be a modern construction, and so most of those are retained, including that stone veneer over  
 11 concrete which is still apparent at the property. Feeling is the resource's expression of its overall historic  
 12 sense of a particular time. Oftentimes it's a measure of kind of the preponderance of some of these other  
 13 aspects of integrity, especially since we have most of our modern architectural features and materials,  
 14 staff's assessment was that the property maintains it's overall sense as a 1960's mid-century dealership.  
 15 And then association deals with that direct link, can we still property associate this property with it's  
 16 important history? Again, kind of leaning on a preponderance of the other aspects of integrity to make  
 17 that judgement. And, especially since we have most of our exterior cladding, the historic massing of the  
 18 building, the window walls, the overall plan and roof massing and things like that are still present, the  
 19 overall connection and association with the mid-20<sup>th</sup> century, by staff's estimation, is still apparent on the  
 20 property. So, we considered the property to have sufficient historic integrity to be eligible as a landmark.

21           Did want to provide a little bit of staff evaluation of appellant materials related to significance.  
 22 This is just kind of a comparison with what we just went over in terms of staff conclusions. They won't  
 23 emphasize as much here versus what the appellant was arguing in their own historic survey form about  
 24 each of the significance standards. They did assert that car dealerships cannot individually contribute to  
 25 patterns of urban development under standard one, and that's something that staff would certainly argue  
 26 against, especially just in our own research determined that there are multiple dozens of car dealerships  
 27 that are currently listed in the National Register of Historic Places by themselves. They do tend to be the  
 28 earlier examples, in the 1920's, of auto dealerships, but there are some from the mid-20<sup>th</sup> century and the  
 29 1950's and '60's as well.

30           When it comes to standard two, persons and groups, the appellant's survey form argued that the  
 31 best years in sales for the Ghent family were at other sites in Fort Collins and that their social  
 32 contributions were not directly related to the dealership property. Especially that second point is certainly  
 33 a fair point to make, and in terms of the best years in sales, though that's not a specific metric in the  
 34 standards, it's certainly something to consider. By staff's estimations, we still would consider the  
 35 Ghent's as a significant two individuals in Fort Collins history, and that there's enough association with  
 36 the site and their commercial contributions, to make it eligible. That's certainly something that we'd  
 37 encourage the Commission to consider in terms of the appellant's arguments.

38           And then standard three for design and construction, we already went through staff's arguments  
 39 for this. The appellant's arguments in their survey form are, while there are specific elements of the  
 40 property that represent the style of the period, that being that mid-century modern period, that the design  
 41 and details are very common and in no way remarkable for the period. Obviously, staff's assessment is a  
 42 little bit different than that. And then they do introduce the scale of one to ten for mid-century design  
 43 value. In this case, I will just note that staff is not familiar with a measuring scale; that's certainly not  
 44 something that's outlined in any of the federal guidance for how to apply the National Register standards

1 for the National Register of Historic Places. And since our landmark program is modeled after that  
2 national program, we use their guidance, which doesn't appear to have this in it at all.

3 And the appellant does go into some notes on integrity, and as noted, staff acknowledges that  
4 there's been some modifications to the property that are noticeable and do detract from integrity, and  
5 most of those are noted in the appellant's materials as well. However, we would note that a lot of the  
6 appellant's materials, specifically the memo and the survey form that are in your packet, suggest that the  
7 perceived lack of adaptive reuse potential is a factor in historic integrity, and so staff just would like to  
8 further reinforce for the Commission that, under City Code and the federal guidelines for the National  
9 Register that we use for our City landmark program, historic integrity is a measure of the presence of  
10 historic materials, features, and overall connection to an important historic period, it's not intended as a  
11 measure of adaptive reuse potential; that's something that comes up in our City Code elsewhere, but not  
12 typically as part of this kind of evaluation.

13 Want to highlight a couple of requests from the Historic Preservation Commission from your  
14 work session. You did request that the previous determination and appeal that was made for this property  
15 in 2018 be added to the record, and that is your new attachment five that's in your packet. We did  
16 provide a cover memo for that just to clarify that that was completed under a different Code process that  
17 was amended in 2019. And so, while there are not significant changes to the eligibility standards  
18 themselves, there are some significant changes to how we process these kinds of determinations of  
19 eligibility, the main difference being the requirement that staff, at the applicant's expense, complete an  
20 intensive survey form before we make our finding related to historic significance. Under the pre-2019  
21 process, staff was not using, or not generating, any kind of new historic survey, we were just relying on  
22 whatever material was available, generally set these conversations up to be a little bit more confusing  
23 since a lot of research was completed kind of on the fly as the appeal process, in particular, progressed,  
24 which didn't really set the conversation up for a good and informed conversation. So, the new Code  
25 process, the main change, is that we just require a more thorough investigation before staff makes our  
26 determination. Of course, related to that, the appellant did request that we add red lines from the 2019  
27 Code changes to Chapter 14, specifically the standards for eligibility, and those are in your packet, should  
28 be attachment six.

29 Just a quick summary of public comments. The Commission should have received these,  
30 including one that we received this morning, in your email...those will be added to the meeting record.  
31 And just to provide a summary of what we've received, we have received seven written comments that  
32 are opposed to the eligible finding, or more generally opposed to the preservation of the site, and then we  
33 have received three comments in support of an eligible finding and adaptive reuse, those are either in your  
34 packet, or again, have been emailed to you for your consideration in terms of whatever evidence they  
35 provide to support your finding under the Code requirements.

36 So, again, as a reminder, this is a de novo hearing. Your decision will replace staff's finding,  
37 depending on what you decide at the conclusion of the hearing. That is expected to be based under the  
38 City's Municipal Code, Chapter 14, Article 2 standards related to significance and integrity, and that  
39 you're providing a determination of eligibility for this property, whether it is subject or not subject to the  
40 City's Land Use Code requirements. A final decision that the Commission makes tonight will be subject  
41 to appeal, again, just as a reminder. And again, reinforcing that the expectation is that your finding be  
42 based on the standards in Chapter 14, Article 2 of the Municipal Code, and to avoid considering factors  
43 that are not outlined in that Code section, such as adaptive reuse potential.

1 That concludes the staff presentation. Once we're at the appropriate time, I'll be available for  
2 questions, but I believe we have an appellant presentation, so I'm going to pull that up and we'll drive  
3 their slides for them, but I'd invite the appellant up to the podium. Thank you, Mr. Chairman and  
4 Commissioners.

5 CHAIR ROSE: Thank you, Jim. Now we'll hear from the appellant.

6 ANGELA HYGH: Good evening, Commissioners, before I begin the presentation, I just wanted  
7 to confirm, we were told by City staff that we would have up to thirty minutes for our presentation, and I  
8 wanted to confirm that that was acceptable? Thank you.

9 Good evening, Mr. Chair, Commissioners, and members of the public. I am Angela Hygh of  
10 Brownstein, Hyatt, Farber, Schreck, and I am land use counsel to the appellant along with my colleague,  
11 Nina Sawaya, who is here with me this evening. May I have the next slide please?

12 So, to give you a brief introduction to the team who is here with me this evening, we are joined  
13 by the appellant, who is the property owner in this case, Mr. Kriss Spradley, Mr. Bill Barr. We are also  
14 joined by Ms. Natalie Feinberg-Lopez of Built Environment Evolution, and she is the historic  
15 preservation expert who prepared the cultural resource survey on behalf of the appellant that is included  
16 in your packet. We are also joined by, of course, Brownstein, me and my colleague. Next slide please.

17 So, as you know, we are here to appeal the determination by City staff of the eligibility of the  
18 property at 2601 South College for historic eligibility. And one...a couple of things that I would like to  
19 add without rehashing all of the excellent process history that staff has already provided to you, is some  
20 clarification about the de novo standard. And it is correct that the de novo standard means that your  
21 decision this evening would replace any decision by City staff, and it also means, unlike other standards,  
22 that you are not required to give deference to the prior decision that is on appeal tonight, the decision of  
23 City staff. And it also means that the burden is not on the appellant this evening with respect to your  
24 decision, based on the information in the record. I would also like to emphasize that in 2018, City  
25 Council already made a determination, as you know, with respect to this property, and the information  
26 about that is included in your packet. And what City Council found was that this property is ineligible for  
27 historic designation. That determination expired five years later, in 2023, but the neighborhood  
28 surrounding the property has changed, and continues to change significantly since that time, and in fact  
29 there is construction across the street to the north of this property, but the property itself has remained  
30 largely the same, and the criteria as well as demonstrated in that red line that City staff pointed you to in  
31 your packet, those criteria are also substantially the same. So, these are some factors that we would like  
32 to ask you to keep in mind.

33 Now, for a brief roadmap of our presentation this evening, you are going to hear from the  
34 property owner, Mr. Kriss Spradley, and you are also going to hear from Ms. Feinberg-Lopez about her  
35 findings from the cultural resource survey. Next slide please.

36 I would like to first invite up Mr. Kriss Spradley, who is one of the property owners.

37 KRISS SPRADLEY: Good evening, my name is Kriss Spradley, thank you, Angela. I, along  
38 with my partner, Bill Barr, are owners of the property. We have been business owners here for a long  
39 time. We originally leased the property back in 1988 when we bought the Ford franchise, so we've  
40 actually occupied the building longer than the Ghent's did, so we've been there since 1988. By 1998, that  
41 location no longer met Ford's image standard, so we built a new facility south of Harmony Road on  
42 College Avenue, and in the process we acquired Mazda to occupy that franchise. Then, in...well, in

1 2012, we purchased the property after our lease expired with the intention of redeveloping the site. By  
2 2018, the site no longer met Mazda’s image standards, so Mazda gave us an ultimatum, either build a new  
3 facility or sell the franchise. We opted to sell the franchise. The current owners of the Mazda franchise  
4 we sold to will be vacating that building in May. After operating the business for over forty years, I can  
5 confidently state that it is no longer feasible to operate this property as a car dealership, or new car  
6 dealership, without completely redeveloping the site. The site no longer conforms to modern dealership  
7 standards. The building as it exists now is very inefficient. As you saw in the slides, the garage has many  
8 overhead doors...this creates high energy costs. Most modern dealerships only have one or two entrances  
9 for that reason alone. We looked a number of times at remodeling the building, and every time it came  
10 back it would be more economical to build a new facility.

11 We are excited about the potential for this property. We have been working with the developer  
12 on the project that aligns with the vision for the site with the City Plan and Midtown Plan. Thank you for  
13 your consideration and I’d like to bring Angela back up.

14 ANGELA HYGH: Thank you, Commissioners, Angela Hygh, land use counsel for the appellant.  
15 So, the criteria you are familiar with, and may I have the next slide please? The criteria you are familiar  
16 with...there is a requirement to find both significance and integrity. On the next slide please, thank  
17 you...we have significance, which is the importance of a site to the history of a community, and there are  
18 those four criteria that City staff walked you through, and we agree with City staff that criterion number  
19 four is not met; however, based on the findings in our cultural resource survey, we disagree with City  
20 staff’s findings with respect to the first three criteria and found that none of those were met. Next slide  
21 please.

22 The other component of eligibility is integrity, as you know, and it is composed of these seven  
23 criteria, and according to your Code, not all of these criteria need to be met for a finding of integrity;  
24 however, your Code requires that an overall sense of time and place must be found and must be evident  
25 on the site. And what we found, and what is documented in our survey, is that even if the site were to  
26 meet the criteria for significance, which it does not, the site fails to maintain sufficient integrity in order to  
27 convey that significance. And I would also like to remind you that these criteria are substantially the  
28 same, as I mentioned, from what were in your Code in 2018, and those are the criteria that were  
29 considered in the cultural resource survey that was prepared by Ms. Feinberg-Lopez. She is a historic  
30 preservation expert who was approved by City staff in accordance with the requirements of your Code,  
31 and I would like to invite her up here now to describe the findings of the survey and why the site is  
32 ineligible for historic designation.

33 NATALIE FEINBERG-LOPEZ: Good evening, Commissioners. You’ll forgive me, I’m going  
34 to read notes tonight because I want to keep on time for your proceedings. So, I’ve been asked to give  
35 you some of my resume to start off with. I am Natalie Feinberg-Lopez; my company is Built  
36 Environment Evolution, and I prepared the cultural resource survey included in your packet. I wanted to  
37 begin by sharing some qualifications. I am National Parks Service level three architectural conservator,  
38 background in architecture, engineering, and chemistry. I have architectural survey service in the work I  
39 commonly do with clients, including the Kansas state capital, the Colorado state capital, and their  
40 surrounding buildings, the National Parks Service, the General Service Administration, as well as many  
41 local municipalities including Fort Collins. I have extensive survey work in the mid-century modern  
42 structures throughout the U.S., and I served as the Historic Preservation Officer for the city of Aspen. I  
43 consider many landmarks there, particularly in the mid-century modern category. I also had fifteen years  
44 working with Boulder County both as a Commissioner for their Historic Landmark Board, the HPAB, as  
45 well as on their Planning Commission, so I’m familiar with what you’re considering. I’ve been on your

1 side, I've been on the city side, and now I'm on this side. So, before I begin, I just wanted to take a  
2 moment to thank the preservation planning staff of Fort Collins, their time and dedication to this issue.  
3 There are many communities that do not give due process to our historic structures, and they've gone  
4 above and beyond on this, and I really appreciate the time and effort. I think it really shows what type of  
5 program you have here in Fort Collins that I hope many other communities emulate. But, I also really  
6 think that it's important that this come to your decision making process. So, while staff has made a  
7 decision, it really is important for the Commissioners to weight in for historic preservation standards.

8 My determination differs from staff, and I'll outline this now as we move forward. This property  
9 I found does not meet the standards in your Code for eligibility for historic preservation. Next slide.  
10 Oops, we've got the right slide, thank you. So, first, the property does not meet the criterion for  
11 significance related to events. A resource may be determined to be significant if it were associated with  
12 events that have been made as a recognizable contribution to the broad patterns of history of the  
13 community, of the state, and of the nation. This can be a specific event marking an important moment in  
14 Fort Collins history, or it can be a pattern of events or a historic trend that contributes to the community's  
15 development. Staff claims under criterion one, events, is met because auto dealerships are, quote,  
16 strongly associated with post-war movement in Fort Collins business shifting toward the edge of the city.  
17 However, in my finding, it is extremely rare for a car dealership individually to contribute significantly to  
18 the urban development, to the urban fabric. Urban expansion to suburbia is what was happening  
19 everywhere in the United States, and by the construction date of the Ghent's...I was corrected that the  
20 pronunciation is Ghent's...the dealership...the construction date of the dealership in 1966, this movement  
21 to suburbia had already been in process for two decades. So, while there's changes in transportation that  
22 certainly altered the standards and patterns of the urban planning, and all were sort of starting to move  
23 towards the indivual car, dealerships were not the source of the change, whereas the Ford Motor  
24 Company, or other major motor companies were in Detroit. This is one reason that the car dealerships  
25 across the U.S. are rarely designated at any level.

26 A similar comparison could be made to something like a chain store of Walgreens...sorry, I  
27 searched for something that we could compare to this day in age, but this, I hope will make sense because  
28 across the street, there is a Walgreens. So, the parent company of Walgreens really changed the cityscape  
29 with new chain stores displacing the mom and pop pharmacies that were on the downtowns, and while  
30 Walgreens, the parent company, could be significant, the individual stores would not generally warrant a  
31 landmark, particularly when chain stores look similar from corner to corner and state to state. This is  
32 something similar that the car dealerships had in the '60's and today. They were under regulations to  
33 have a format that needed to be met to be the dealership. And there is no specific type of...typology in  
34 architecture that is a car dealership from that period or others. So, these dealerships are designated...if  
35 they are designated, sorry, lost my...the dealerships that are designated are typically related to the major  
36 car companies, so, Ford, Mazda, so on, as we see that were already discussed by the owners. And  
37 typically...really had directions from Detroit in this era from the '60's.

38 Now, I must ask forgiveness, it appears that there was misinformation in the packet...a piece of  
39 my assessment was missing. There were no dealerships after World War II that are listed on the National  
40 Register. As staff points out, there are twenty-nine dealerships listed on the National Register, and none  
41 are from this period of expansion that we're discussing; all of them are from a pre-World War II period.  
42 And this was actually a really important time of change when the U.S. was moving from a horse and  
43 buggy to a car, and the Beau Jo's site that was mentioned at 205 North College is an excellent example of  
44 this, that it's a livery stable that then changes to a car dealership in 1914. And again, the owner at that  
45 time would be the person that's important in working with that site. They say that we don't get to talk

1 about this because of the loss of integrity, but you can't transfer the importance of that one site and the  
2 history from that site to this site instead; it doesn't usually work that way. You can't say that the mom  
3 and pop pharmacy is significant, and so therefore we have to landmark the local Walgreens. The car  
4 dealership at 206 South College [sic] was not remarkable, and it did not contribute significantly to the  
5 patterns of development required by criteria one; therefore, I disagree with staff and the criterion for  
6 significance as related to events is not met.

7 For, next slide, persons and groups. Similarly, the property does not meet the criterion for  
8 significance as related to persons and groups. The property meets this criterion if it were associated with  
9 the lives of persons or groups, or persons recognizable in the history of the community, state, or nation,  
10 whose specific contributions can be identified and documented. Staff contend that this is met by the  
11 property's former association with Frank and Dwight Ghent, and that the Ghent's were influential  
12 members of the business community. I might add that there's a third person associated with this site,  
13 which is Dwight's brother, so there were three. I researched all of the Ghent's family, and while my  
14 research showed a loving family with many relatives and several in car sales, the Ghent's related to this  
15 property, Frank and his sons Dwight and Eldon, did not make any specific contributions to Fort Collins  
16 community that warrant landmarking at this site. The previous car dealership locations that were  
17 associated with their best years in sales were not deemed to be eligible for designation. You can't transfer  
18 that at a later date to this location, again. The Ghent's might be associated with the business community,  
19 particularly Dwight who participated in many clubs, it was not enough to warrant significance that  
20 landmarking requires, and it was not related, again, to this car dealership site. T

21 his is a difficult piece for me because I've had people who have said, you know, grandchildren of  
22 a state senator lived at a house for a couple of years, and it's worthy of designation under this criteria.  
23 I've seen where the first freed slave is not deemed appropriate. I will say, typically, if you're going to  
24 make a contribution to the community, mayors are not typically put into this category. They need to be a  
25 mayor of some notoriety, something like a Harvey Milk, or somebody who has really strong importance  
26 to the community. So, this is really a difficult one for me to stretch, to envelop what the Ghent's provided  
27 to the community, which is not to disparage them under any circumstances. Other times that I've seen  
28 that this is expanded to allow other people that may be not as significant is specifically to correct issues  
29 with inclusivity, so who is in a marginalized community that needs to be included in our history, so that  
30 might be a Latino community, or Black American history, but we're not qualifying under this either.

31 Staff notes that both Frank and Dwight Ghent's homes were landmarked, and thus showing their  
32 importance in the community. I have to take a moment to address this. I looked at both of the  
33 landmarking...both homes. The first one is Frank's house, which was landmarked under criteria one and  
34 three, was not landmarked under number two. Again, we can't go backwards in history and make him  
35 significant for the site when the original HPC did not find that specific location relevant under criteria  
36 two. Similarly, with Dwight's house, I can't find any documentation that it's been landmarked. It is a  
37 contributing and significant building in the historic district of Sheely Drive, but I don't see anything  
38 where Dwight is the piece that is the critical part, it's all about the architecture and the significance of that  
39 specific architect...and type of architecture of the site there, and the historic district.

40 Pardon me, my phone keeps messing up my...where I'm at. Next slide please? So, when we're  
41 talking about design and construction, the character and the type. I apologize...thank you. Similarly, the  
42 property does not meet the criterion for significance related to design construction. The standard in the  
43 Code for significance, design and construction, is high. A resource must embody the characteristics of a  
44 type of construction to represent the work of a craftsman or architect whose work is distinguishable from  
45 others by its characteristic style and quality. However, the findings in the historic survey do not reach this

1 standard. The survey prepared by City staff states that the style of the representation of the mid-century  
 2 automobile dealership design of the modern movement and contemporary architectural style. This  
 3 architectural style of the property can be called mid-century, but it is a term that can be used to describe  
 4 nearly all buildings constructed during the '60's. The Ghent dealership shows elements of the style and  
 5 period that are significant actually typically for...not commercial buildings, but typically for suburban  
 6 structures, which is single-story, gabled roof with exposed rafters, large areas of glass, and the  
 7 showrooms exterior walls veneer, and all of this echoes in the smaller garage. However, this does not  
 8 represent the work of a master, master being key here, nor a high artistic value, nor a distinguished entity.  
 9 While there are specific elements that represent the style of the period, the design and details are very  
 10 common, and they are in no way remarkable for the period. Indeed, you can go down the street and see  
 11 several of the same things in ineligible buildings; it was a common type. So, what is still existent we see  
 12 common pieces, and I think there's another slide that will show that.

13 It's true, as staff points out in the staff report, that there's no regularly deployed ranking system  
 14 of the design value, but for me, it's a good way to illustrate my opinions by using a one to ten category.  
 15 So, this is not typical, they're correct, in national standards, but how do we discuss it? For me, most  
 16 people understand one to ten, ten being the highest value, and in my experience, this would fall into the  
 17 lowest values, and I put in your packet a one to a one point five. My research on the architects, Moore,  
 18 Combs, and Burch, the architectural firm that designed the original buildings on the property, show no  
 19 buildings listed on the state or local registers designed by the firm. The architects are not listed  
 20 individually or as a firm in the list of important architects of any period, mid-century or otherwise, in the  
 21 History Colorado archives. And, just to be clear, I did research from Fort Collins, CU Norlin Library,  
 22 City of Denver, and also the archives at the state.

23 This slide...I'm sorry, next slide for construction please? This slide compares the property with  
 24 excellent examples of modern architecture, and in your packet, I went a little extreme on this, but I really  
 25 wanted to show you that mid-century modern covers a very wide variety of styles, it is not specific to just  
 26 the parts that staff had listed. So, in this slide here, you'll see on the right-hand side, three different  
 27 examples that are tens at the international level. So, the first one is done by Corbusier in France, the  
 28 second one by Niemeyer in Brazil, and the third one by Louis Kahn in India. Next slide please.

29 So, this slide I wanted to show what's at a national level of importance, we have the Guggenheim  
 30 on the top, we have the Phillip Johnson's...I'm sorry, Frank Lloyd Wright's Guggenheim museum on the  
 31 top, we have Phillip Johnson's Metropolitan Opera in the middle, and then the Eames House in L.A. on  
 32 the bottom. Next slide please.

33 And so here are three local examples of local mid-century modern designations, we have...the  
 34 top is in Denver, this middle one is from Fort Collins from the historic district on Sheely Drive, and the  
 35 bottom is a gas station in Beverly Hills. I'll just note in your packet, I tried to include some gas stations  
 36 because this is often one that is designated because they get very extreme in the architecture style trying  
 37 to draw people in to buy gas from them versus the person down the street. It's a little different when  
 38 we're talking about mid-century modern auto dealerships. We're talking about a standardization so that  
 39 the cars that they're selling is the focus, not the architecture. Next slide for integrity please. Thank you.

40 As a reminder, integrity is the availability of a site to convey its significance. There are seven  
 41 criteria for integrity in the Code, as Angela has described. In general, the property is not...does not meet  
 42 these criteria. The criteria for the location and setting are not met because of the significant changes in  
 43 the property and the area. As for the location itself, multiple elements on the site and structure have  
 44 changed over time, this includes the changes in the roof materials, the extension of the roof overhang on



1 the east elevation. I believe in your packets is from the 2017 findings, you have both pictures, the original  
2 construction, and then when the overhang is extended. I did...multiple requests from the staff to see if I  
3 could find the original documents, the original plans for the building to see what was intended, and they  
4 are lost, there's no way to find them. So, we can't corroborate what was the original intent of the  
5 architects, and when that extension happened. There was an article that said that it happened some  
6 months after the original construction, and I can't find the article to corroborate that date. Other items  
7 was the loss of the upper windows in the east elevation, enclosure of the connection between the  
8 showroom and the service area, a change of the door of the body shop at the west end of the service area,  
9 and a replacement of the majority of the garage doors, significant loss of landscaping, and the addition of  
10 fencing, and the loss of the carwash and the gas station. Next slide for location, thank you.

11 As for the setting, although there's several blocks with additional car dealerships, all have kept up  
12 to date with the dealership requirements for modifications, thus losing any correlation to the mid-century  
13 period of significance. All other existing buildings from the period of significance are widely dispersed;  
14 they don't have a concentration needed for the historic district, for a historic district, and they are not  
15 related to the car industry. The area has lost significant integrity for the mid-century period. Although  
16 the site's original materials can no longer be used as a car dealership, as modern dealerships require  
17 remodeling that would change all aspects to be current and contemporary, this site cannot be used as it is  
18 in its current form, and it would require further loss of integrity. Materials is the next slide. Thank you.

19 In 2018, the LPC found that this site did not retain integrity of materials, and it still does not.  
20 Many elements show significant deterioration indicating the end-of-life cycle as the original materials  
21 were inexpensive and made to be replaced often. This is a common quality of mid-century modern  
22 construction; it's one that we struggle with, all conservators from this period struggle with. It ends up  
23 costing much more to conserve what you have versus being able to rebuild. The site issues that I found  
24 included deterioration of drainage and surfacing requiring the removal of the asphalt regrading and repair  
25 to foundations. Next slide for design. Thank you.

26 As I described in my survey, the design and details are very common and not excellent examples  
27 of design of the mid-century period. These buildings do not represent the work of a master, nor high  
28 artistic value, nor distinguishable entity; therefore, the improvements do not retain integrity of design and  
29 workmanship. Next slide. Thank you.

30 This property also does not meet the criteria for feeling and association for all the reasons that  
31 I've described throughout my presentation. Without retaining integrity of location and setting, materials,  
32 or design and workmanship, it fails to retain the feeling of association of the post-war era and the mid-  
33 century period. It does not clearly convey its significance to the viewer; therefore, the property does not  
34 meet the criteria in your Code for significance. Next slide. Thank you.

35 On one note, I do want to say that it's really great that we have two of these houses that are under  
36 consideration for preservation by the City that are related both to Frank and to Dwight. I think if there is  
37 any further recognition, it would be best to locate it at the existent landmarks and not try to displace it  
38 onto this property. Final slide please. Thank you.

39 The final point I'd like to make is that being selective about what is eligible for historic  
40 designation preserves the designation process. While I proudly wear the moniker of a building hugger, I  
41 don't believe all buildings should be saved. From my personal experience, I've found that when marginal  
42 structures are landmarked, the buildings that would constitute a three or less being my concern, the  
43 community loses faith in the process. This means that when the ten comes up for designation, there's no  
44 community support, and the staff has to go to extreme lengths to come up with incentives to landmark.

1 This significantly erodes the preservation process. Fort Collins has an excellent preservation program,  
2 and a long-running history of great work with the community. I believe this designation is not in keeping  
3 with that excellence, and I'd like to support a robust and healthy preservation program versus  
4 undermining it with an overreach of the use of this criteria. Thank you for your attention; I'd like to bring  
5 Angela back up please.

6 ANGELA HYGH: Can we skip ahead a few slides please? Next slide, next slide, and one more.  
7 Thank you. Commissioners, I'd like to just make some conclusory remarks. Based on the information  
8 that we have presented this evening and that is included in your packet, you can see that there have been  
9 no significant changes, no new discoveries about the property or about the Ghent's since 2018 when the  
10 original determination was made by City Council, and there have not been significant changes in the  
11 criteria, not to an extent that would warrant a different determination in this case, and we would like you  
12 to keep that in mind as you deliberate. We thank you for listening to this presentation this evening, and  
13 we will remain available for questions. Thank you.

14 CHAIR ROSE: Thank you. Okay, Commissioners, we'll give you an opportunity to ask  
15 questions of staff or the appellants, and then we'll open it up for public comments. No one has questions  
16 at this point? You will have other opportunities, but, okay, then I'll open it up for input and testimony  
17 from members of the public. Please just identify yourselves and come to the podium. Well, I don't see  
18 anyone rushing to the podium, so I'll ask Melissa, do we have people online who would like to provide  
19 input and comments?

20 MELISSA MATSUNAKA: No, we do not, Mr. Chair.

21 CHAIR ROSE: Okay, now I will give our staff an opportunity to comment on any of the  
22 presentation made by the appellant. And since we have had no additional public comment, I'll ask staff if  
23 they have comments or questions of the appellant after...in light of the appellant's presentation. Jim?

24 JIM BERTOLINI: Thank you, Mr. Chairman. I think the two main comments that we'd just seek  
25 to add to the record. One more minor issue is just with our own historian's research...Rebecca Shields  
26 who's there with you in the room...is just a correction that there are properties listed in the National  
27 Register of Historic Places that are mid-century modern auto dealerships, at least two that she found in  
28 her comparative research. One in Eugene, Oregon, and one in Florence, South Carolina. Both of those  
29 are listed under the National Register criterion A and C which correspond to our standards one and three  
30 at the local level. That's really a minor issue, though, I think more substantively, I think we would just  
31 emphasize that how we apply these standards is really based on local history and based on what we have  
32 in the Municipal Code, and so our interpretation of that is typically to assess local trends, you know, local  
33 examples of architecture, what we have here in Fort Collins. And so, in most cases, when we're  
34 comparing things under, for example, standard three, we're comparing to local examples and whether or  
35 not they are significant local examples of a particular style or trend. I think, specifically for myself, that's  
36 all I have. I would invite our manager, Marin Bzdek, or our historian, Rebecca Shields, to weigh in with  
37 anything else they'd like to offer before we hand things over to the appellant.

38 CHAIR ROSE: Okay, in light of those comments, I would give the appellant opportunity for any  
39 clarifications or desire to address those comments of staff.

40 ANGELA HYGH: Thank you, we do not have further comments at this time.

41 CHAIR ROSE: Thank you. Okay, now I will ask Commissioners to address staff or the appellant  
42 with any questions that you have prior to closing the part of the meeting which will then require that the

1 Commission reserve their comments simply to Commissioner discussion, and only if you have specific  
2 questions for staff or the appellant, we will make this portion of the meeting closed to public or appellant,  
3 staff input, unless at your request you would wish to have additional information or a question answered.  
4 So, before I do that, I'll ask one final time, does anyone have questions of the appellant or of staff before  
5 we begin our own discussion? Margo?

6 COMMISSIONER MARGO CARLOCK: I'm curious if you have considered repurposing the  
7 building for a use other than a car dealership, but maintaining the primary building, but repurposing it.  
8 Would that fit into the overall plan for the redevelopment of the site? Or could it? Could it be amended?  
9 I'm looking at a schematic which implies that the...looks like a hotel...the vast majority, or like about  
10 three-fourths of the site would be open for redevelopment if you could perhaps repurpose that as a  
11 banquet center, or you know, some other purpose, but actually retain the structure.

12 ANGELA HYGH: Thank you for your question, Commissioner Carlock. Angela Hygh, land use  
13 counsel for the appellant. The first thing that I would say to that is that we acknowledge and agree with  
14 staff that adaptive reuse is not one of the criteria for eligibility; however, I can say that, in connection  
15 with proposed redevelopment of the site, adaptive reuse was considered in other ways of incorporating the  
16 property, but due to a number of factors, due to the materials, and the site layout, and that building  
17 configuration, as well as other civil engineering concerns, we did not identify any possibilities for  
18 adaptive reuse at this time. However, to the extent that there were to be a finding of historic eligibility,  
19 then any future development would comply with any requirements for adaptive reuse in the Land Use  
20 Code.

21 COMMISSIONER CARLOCK: Thank you, I appreciate that.

22 CHAIR ROSE: Other questions from Commissioners? Tom?

23 COMMISSIONER TOM WILSON: I'd like to ask staff...I just want to confirm that this was  
24 ineligible up until...in 2018 it was ineligible, correct Jim? And then in '23 it lapsed, and now it is eligible  
25 for landmark status, or what we're discussing here in terms of protecting it?

26 JIM BERTOLINI: Certainly, I can kind of clarify that administrative record. So, yes, under the  
27 previous determination, once Council made their decision at their April 2018 meeting, that was good for  
28 five years, as all of our eligibility decisions are under the Code. And so, with that expiring in April of last  
29 year, before that development application came in last August, and with the Code process changing  
30 significantly since that time, staff went ahead and ran it through our survey process again, and that's  
31 where we came up with the eligibility finding, at least from our staff historian.

32 COMMISSIONER WILSON: Thank you.

33 CHAIR ROSE: Other questions from Commissioners? Okay, then we will not take any  
34 additional input from public or appellant, and we'll just reserve it for discussion amongst the  
35 Commission, and we can begin with consideration of a motion or we can begin with your expression of  
36 concerns or support for staff recommendations, wherever you want to begin a discussion, and we'll  
37 proceed then to whatever point we're ready for a motion.

38 VICE CHAIR BONNIE GIBSON: Mr. Chair, if I may, for the record, for everybody's process of  
39 this, and for our linear process of this, I suggest we go through each standard, discuss those in order first,  
40 and then if we get to we meet one of those, go through the aspects of integrity then, so we're just in a  
41 linear fashion.

1 CHAIR ROSE: If that's agreeable to everyone, we'll begin with the standards, and the first, of  
 2 course, are events. We'll look at significance first, of course you have to have significance in order to  
 3 have integrity, so we'll consider...the staff's recommendation is for all three...standards one, two, and  
 4 three. And so, you've seen the voluminous material presented both by staff and by appellants, and so, I'll  
 5 just ask for everyone's comments about standard one which has to do with events. Bonnie?

6 VICE CHAIR GIBSON: And I'll just...if you're not looking at it, I'm looking at page 107 of the  
 7 packet, so we'd have staff and appellant next to each other. We've talked about this several times in  
 8 meetings of post-war movements going further south and going further north up College. It changed the  
 9 way that the city worked, it changed the pattern of how life worked in the city, so I would generally say I  
 10 support standard one. We'll get to it...I think I support architecture more, but this definitely does speak  
 11 to the way that the daily pattern of life shifted post-war along the corridor in Fort Collins.

12 CHAIR ROSE: Okay, Jeff?

13 COMMISSIONER JEFF GAINES: I agree. I think that reading the materials in our packet, it's  
 14 clear that this was quite a significant move in the development of the city, this large dealership being  
 15 developed on what was farmland to the south of town, being the first business of that size to relocate and  
 16 build on that corridor at a time where other business leaders were surprised by the move. I think it's clear  
 17 that this was kind of a visionary and future-looking leap that did contribute to the pattern of the  
 18 development of the city.

19 I would also say, I think both sides made excellent cases on each of the items that we're talking  
 20 about. Thinking about the appellant argument, it seemed like a key point was around contribution.  
 21 Can...I guess is this dealership making a contribution to a pattern, or it a reflection of a pattern? Is Ford  
 22 Motor Company significant driving the growth of the automobile? While a dealership, the point cars are  
 23 sold is not significant, and in broad terms, I don't see the rationale of that argument in assessing historic  
 24 significance...that we can only recognize, especially in the more modern era, factories and  
 25 corporations...I guess the engines of things...like, we can only recognize their significance, but the  
 26 storefront, the local manifestation is not significant. So, ultimately, I don't buy that rationale here, and I  
 27 think that there is a case to be made around the contribution of this kind of first large car dealership on an  
 28 open lot, outside of town, in the development of the city.

29 CHAIR ROSE: Okay, thank you. Chris, did you have...?

30 COMMISSIONER CHRIS CONWAY: Yeah, I guess it's one of the ways I think about  
 31 significance...like when I was being trained as a historian in graduate school, is through this idea of  
 32 contingency. So, when I was looking through historical records to determine whether something was  
 33 important or not, one thing I would ask myself is, was the event that took place...was the event  
 34 contingent, or was it...did it hold contingency, or was it part of a larger historical process? So, I guess,  
 35 for example, if tobacco crops were starting to come into Virginia in the early colonial period, or something  
 36 like that, if this one farmer hadn't have grown tobacco, would tobacco not have been grown in the  
 37 American south? You can say, probably either way, you know, this trend would have occurred. And so,  
 38 when I'm thinking about the importance of somebody like the Ghent's or the motor dealership, I'm  
 39 thinking about, would the town have expanded southwards and become automobile dependent if these  
 40 people or this business hadn't existed? And I guess to me, the answer is that that expansion was probably  
 41 not contingent, it was probably going to happen one way or another because of larger, broader trends in  
 42 the United States. So, I think whether or not the Ghent's opened up this specific car dealership on the  
 43 south side of town, I do think there would have been other car dealerships. If they hadn't sold as many  
 44 cars as they did, would there have been less cars in Fort Collins? Probably somebody else would have

1 sold them. And so, to my mind, I think while certainly the Ghent's are very, you know, important people  
 2 in some ways in Fort Collins, it seems like if there had been different businessmen doing what they had  
 3 done, their contributions largely would have been similar in the sense that, would they have been on  
 4 boards like the First National Bank board if it had been a different businessman, probably. Would they  
 5 have participated in veteran's organizations, probably, right, and so, while everybody has a unique and  
 6 beautiful life, you know, that they live, and they have many contributions, I think some of these trends are  
 7 things that were going to happen to Fort Collins anyway, like if you go to Loveland, or Greeley, or  
 8 Longmont, you'll see the same patterns. And so, I guess while that event did happen, I don't see it as  
 9 significant in the historical sense. Like for the Ghent family, certainly, but for Fort Collins in general, I'm  
 10 not sure. I think Fort Collins would look the same whether or not the Ghent's had opened up their  
 11 dealership in 1966 on the south side of town, whereas other events truly shape the future, right? Like  
 12 having...if some great ag professor comes to CSU and starts a program, that like starts a path to  
 13 dependent, kind of, process, which attracts other people who are interested in that kind of agricultural  
 14 research and things like that, and that really changes what will happen going forward, whereas one car  
 15 dealership or another doesn't seem to affect the trajectory in the same way. So, to me, it doesn't meet that  
 16 standard of significance in historical terms.

17 CHAIR ROSE: Okay, thank you. Tom?

18 COMMISSIONER WILSON: I think some of the provenance is lost as well. The first location I  
 19 think would be more significant seeing as...seeing how it's been modified and changed throughout the  
 20 years. The first location, that resonates with me, and this being the second location...I appreciate a little  
 21 bit, the architectural aspects, and I know we're talking about events right now, but it's hard for me to just  
 22 look at very specifically...I'm having a hard problem just lumping it all together, because I've driven by  
 23 the location a couple of times now, and the bar is pretty low here, to me. And I appreciate all of staff's  
 24 work on this, and I'm sharing a personal opinion, and I just think that the bar is pretty low here.

25 CHAIR ROSE: Other Commissioners? Margo?

26 COMMISSIONER CARLOCK: I'm somewhat torn. I was absolutely convinced by Jeff's  
 27 argument until I heard Chris'. So, I do think it does represent an expansion of the city, and to Chris'  
 28 point, yes, it would have happened eventually, and then there would have been another site, maybe it was  
 29 a car dealership, maybe it was some kind of commercial, other commercial enterprise that would have  
 30 marked that passing, but in fact it was this. So, I do tend to see the significance of it as far as a trend, and  
 31 a trend for Fort Collins.

32 CHAIR ROSE: Okay, Bonnie?

33 VICE CHAIR GIBSON: Just looking at the definition of standard one and events...be a pattern  
 34 of events or a historic trend that made a recognizable contribution to the development of the community.  
 35 So, I think it is that trend that helped stretch. I mean...yes, the car dealerships did not drive the trend, but  
 36 they were part of it; it helped build Fort Collins into what it is today.

37 CHAIR ROSE: I would say that, first of all, this is a local phenomenon, we're not talking about  
 38 something being placed on the National Register of Historic Places. This has to do with the evolution and  
 39 the community importance of this particular site, and I guess I would say I agree that it's evident that this  
 40 evolution would have occurred anyway. The fact that this was one of the first facilities to move south and  
 41 to do this was part of what was probably an inevitable progress toward a larger city, but I guess the  
 42 importance for me in historical terms, is this is still a remnant of that; it still exists, whereas so much of  
 43 that evolution that did move south has been changed. Prior constructions have been demolished. And the

1 thing we're looking at here is it's significance still exists because it's still there, and that's what would  
 2 take me to a point of saying, well, of course it's not important at the state level, or the national level, in  
 3 the sense that it shows us some extraordinary trend of events, but it does give us an indication of how  
 4 things in Fort Collins evolved and grew, and it's still there to demonstrate that. So, that's why I guess I  
 5 would say I think it does bear that...enough significance to say it is something we should be considering.  
 6 And, you know, this in the entire context of all the other standards, and the integrity and all that yet, we  
 7 have to discuss. Chris?

8 COMMISSIONER CONWAY: I guess, to me, it almost feels like more of a national trend than a  
 9 local trend, because when I look at the building, I don't think, this could only be in Fort Collins. I think it  
 10 could be in Longmont, or I think it could be in Kansas, or wherever that might be, you know? Whereas  
 11 when I look at the old firehouse downtown, or the Northern Hotel, I kind of know where I am  
 12 immediately, and I just don't get that exact same feeling. So, I guess I get the sense that I am in a  
 13 suburban part of the United States...or a commercial corridor in the suburban part of the United States  
 14 when I see the building, but not a particularly Fort Collins suburban place, you know? I know I'm in a  
 15 Fort Collins suburban place because I know where I am, but not because of anything I'm seeing in the  
 16 building, I guess it what I'd say.

17 CHAIR ROSE: Okay. Shall we move on to standard number two? That's people, persons.

18 COMMISSIONER CONWAY: I would just say all the same things that I talked about the events  
 19 apply to the people, to me, as well.

20 CHAIR ROSE: Any other Commissioners want to chime in on that one? Jeff?

21 COMMISSIONER GAINES: Yeah, I think I struggle with this one the most. I think, Chris, you  
 22 summed it up pretty well, that, to some extent, while Frank Ghent made some great civic contributions to  
 23 the community and state, that is not uncommon to somebody at his station. At the same time, reading  
 24 through the packet, he led a pretty incredible life. He was born to sharecroppers in South Carolina, fought  
 25 in World War I, got tuberculosis, sent to Colorado for treatment, was a homesteader in Craig, moved to  
 26 Fort Collins, became this successful businessperson. On that level, I think that's a pretty compelling  
 27 figure. For me, I think the uncertainty is around what makes this figure significant to our community. I  
 28 do think that the dealership is connected to his life. I think that link was questioned...like, this wasn't his  
 29 first business, his success came from another location. I do think that opening this dealership, which...the  
 30 first big car dealership, proto-modern car dealership on an open lot that was built from the ground up, not  
 31 a stable turned into a car dealership. I think, to me, that's a pretty big deal, and is significant. So, I don't  
 32 think I question the link to his life, I just question whether he kind of rises to the level of a significant  
 33 enough figure in our community that we should be preserving the building on his behalf.

34 CHAIR ROSE: Others? Bonnie?

35 VICE CHAIR GIBSON: I'm torn as well, and that was very well said. But, it's a name we all  
 36 know...I mean, pretty much if you ask anyone in Fort Collins if they've heard that name, they'd say yes.  
 37 Is it, at least from our generation, because of that location? More than likely. Not the location over here  
 38 across the street. And the fact that it is the second location shows that furthering success. So, yeah, I  
 39 would...I mean, who makes the rules of who's important and who's not? But, I would say this person did  
 40 lead a significant life, it was pretty impressive of what he accomplished, and is well-known in town. So, I  
 41 would uphold standard two.

1           COMMISSIONER CARLOCK: I certainly understand both Chris and Jeff. Again, they seem to  
2 be, like, in my head. What I have learned since moving to Fort Collins is that a lot of this town was based  
3 on the foresight and the gumption of people who made businesses, who decided to, when Camp Collins  
4 folded, you know, they literally pulled up stakes and moved away. And, there were some people, like of  
5 course Auntie Stone and all the names of the streets, the people who stayed and decided to build a  
6 community. And, they're the reasons why Fort Collins is here, not Colonel Collins. So, I do realize that  
7 the businesspeople in this town, in addition to all the other groups that added to the community in  
8 different ways, but the town wouldn't be here except for those people who took risks to build the  
9 community. And so, even though this comes much later than the departure of Colonel Collins, it still is  
10 emblematic of that progression and that commitment to the community by the business sector. I live two  
11 doors down from Mr. Ghent's house, and I live in the house of another prominent businessman, a Mr.  
12 Joseph Alpert, and so I'm a little bit...I feel almost a little bit like I shouldn't talk about this one, but  
13 that's why I think I have a strong enough feeling that it is important to recognize the contributions that  
14 people have made over the years to contribute to this community. According to the information that we  
15 were given, Mr. Ghent was a considerable influence, and was a social and community leader, in addition  
16 to just being a businessman, and did operate in the furtherance of expanding and growing the town, and it  
17 was the foresight of those individuals that I think made Fort Collins what it is today. So, I think I do  
18 support this.

19           CHAIR ROSE: Go ahead, Chris.

20           COMMISSIONER CONWAY: Yeah, I guess for me, too, one of my biases would be to  
21 preference businesspeople who start local businesses rather than like franchises, you know? So, like  
22 when...no disrespect...I mean, it's funny, when you were saying the Ghent name, because I've never  
23 heard the Ghent name, and I did grow up here. I know the Spradley Barr name, actually, as the name.  
24 But, I have a little bias myself, because like my mom opening this store downtown called Clothes Pony,  
25 and you know, to me, that is more of something that doesn't exist anywhere else, rather than, and no  
26 disrespect, rather than franchising a business that exists in most cities, you know? And so, I would  
27 have...not that those other kinds of businesspeople aren't really important, but that the kind of unique  
28 contributions to make the character of a town tend to be the ones that are more idiosyncratic, you know?  
29 Like, I don't think there's another Silver Grill, or like, there's not another Clothes Pony, for sure. But, I  
30 do think there are other, like...I guess the other people used the example of the Walgreens, and so, like,  
31 they're enterprising and endeavoring people who run those Walgreens, but to me, they're not as important  
32 to the city...to the character of the city, I should say...they might be important to the city...as somebody  
33 who does something more unique I guess.

34           VICE CHAIR GIBSON: I think we have to remember that recent history is just as valuable as not  
35 recent history. I can't pull out of my head when franchising first started, but it wasn't that much earlier  
36 than the '60's, and so this was a new trend, and so, at that point in time, maybe it wasn't very different  
37 from being a sole proprietor of a new business, and you know, we'll get to architecture, but just because  
38 something is newer and historic, doesn't make it any less historic. And, just because somebody was  
39 significant in whatever way more recently...you brought up Colonel Collins...doesn't lessen that  
40 significance at all.

41           COMMISSIONER CARLOCK: I also don't think there were a whole lot of people selling their  
42 own cars...I mean, most of them were national automakers, so, it seems to me like that kind of a franchise  
43 is almost necessary.

1 COMMISSIONER CONWAY: Sorry, maybe this would be a question for the staff or the  
2 appellants, but I guess I was...were they selling their own cars that they made?

3 COMMISSIONER CARLOCK: No, what I meant was, like there wasn't a Ghent-mobile. So,  
4 you know, maybe Fords or something were what they could sell.

5 CHAIR ROSE: You know, the difficulty I have with this, and I think some of you have expressed  
6 it, you know Frank and Dwight Ghent might have been Fort Collins men of the year, they had an  
7 important role to play, but their connection to this building I think is really tenuous because their real  
8 contribution was where we now have a pizza parlor. And so, you know, I can't discount the importance  
9 of those kinds of people in the evolution and development of Fort Collins, but to associate them with this  
10 building and say it's significant because of who they are, I have more of a problem with. I have trouble  
11 saying there's such a strong association. I know their picture was in the newspaper in front of the  
12 building when it was opening up and all that, but I think that's a lesser part of their history, and as a  
13 consequence, a lesser contribution in overall significance. So, I guess that's where I find it a little  
14 strained to say standard two is really strong enough to say its relevant.

15 COMMISSIONER GAINES: Jim, I agree with you. And the fact that Spradley-Barr, they've  
16 been in possession of the property longer than the Ghent's were, it's complicated. And for me, I've got  
17 some conflict with that as well. And what the current owners may have contributed is not relevant here; I  
18 know we're looking at the Ghent's, but at the same time, I think it's tenuous too.

19 CHAIR ROSE: So, are you ready for workmanship?

20 VICE CHAIR GIBSON: Alright, standard three, nobody else is saying anything. You drive by  
21 there and you know it's from...you know it's mid-century modern, I mean there's no if's, and's, or but's,  
22 it's a mid-century modern structure. It...you know, without getting into integrity yet, you look at those  
23 original pictures when they...six months after they built it, they put on that front part, it looks exactly the  
24 same. You know, again, what I just said is, newer history doesn't make it any less historic. If you were  
25 to drive around Fort Collins in a buggy in the late 1800's, a lot of things would look the same and you  
26 wouldn't care because they were all newish. Now, people of a certain age, we go, well, this new history,  
27 does it matter? But it does matter, you can look at it, you can know what it is, when it came from, what  
28 the style is. Yeah, not a work of a master, not a great architect, but you can look at it and go, this is the  
29 period it is from. There's no question about that.

30 CHAIR ROSE: Jeff?

31 COMMISSIONER GAINES: Yeah, I think it's kind of a lengthy standard, and it's easy to start  
32 thinking about this standard as, well, it has to meet everything that's contained in this paragraph. But,  
33 these are 'or' statements, and to me, resources may be determined to be significant if they embody the  
34 identifiable characteristics of a type, period, or method of construction. I think the building absolutely  
35 does. I think that what we're kind of facing is this, like, low bar argument that it's not a masterpiece, or  
36 outstanding work of architecture. But, that's not what this standard is about. It represents its time  
37 perfectly, it embodies it. And, I think that as a piece of the fabric of our community, it has a lot to add,  
38 more than being wiped away. So, yeah, for me, this is the one that it's not in a lot of doubt.

39 CHAIR ROSE: Okay, other comments?

40 COMMISSIONER CONWAY: I guess the only thing I would say is, I think if you look closely at  
41 the building, it does have that character, but as somebody who drives by it, you know, and just sees a lot  
42 of car dealerships on South College, I actually had never noticed that it was anything different from any



1 of the other care dealerships on South College. That might be because I'm not the most observant person  
 2 in the world, but I think it's partially because I'm going forty-five miles an hour when I'm doing it, you  
 3 know? And so, yeah, I think looking more closely, it's interesting, but I also think there is a way in which  
 4 I don't...because the purpose of the building...the building is always blocked by cars and by a big sign  
 5 that says Mazda, so I don't actually automatically associate it with historical buildings, because it's got  
 6 the new sign and the cars in front, so I just think of it as a very workmanlike place. But, I do think it does  
 7 embody the characteristics of that time, for sure.

8 COMMISSIONER GAINES: The speed limit is forty.

9 COMMISSIONER CONWAY: Can we amend the record...?

10 COMMISSIONER GAINES: I think you bring up a good point about just the current...the  
 11 current state of the building, the signage on the building. For me, it's pretty powerful to see the images  
 12 from the '60's, the newspaper photographs of the building as built, it's pretty compelling. And I think  
 13 that some of the things that feel like subtleties as we're looking at it, like the signage in front of the  
 14 breezeway, actually have a pretty big impact on the way that we kind of read the building as we're driving  
 15 by it, and do make it kind of blend in with the rest of the dealerships. But, I think it's very unique.

16 CHAIR ROSE: I guess I'd lump this together, and I said workmanship, not from the integrity  
 17 standpoint, but because I think this is really about work. It's the work of someone who designed it, and  
 18 it's the work of someone who envisioned it, and occupied it, and paid for it, and put it in place, and now  
 19 it's still there. And I think for me, this standard is the strongest of the three, because I think it's  
 20 still...remove some of the kind of later day signage and that kind of thing, and you could literally hold up  
 21 the 1966 photo and say, that's that building, we know that. Whether you're going forty-five or forty,  
 22 whatever you're going, I think it's really in the sense that we are called upon to look at it, a local icon.  
 23 It's the kind of building you could find in Longmont, you could find anywhere in Kansas, but it's here,  
 24 and it comes associated with the time and an evolution, and an unimportant architect, and no particular  
 25 craftsman that we know of. And so, you know, it's design and it's construction only speak in it's totality  
 26 to what it is in Fort Collins at that site and representative of that time. And so, I guess to me, that's why  
 27 it's important, because it's really pretty good architecture for 1966; it's pretty progressive. I mean, that  
 28 wasn't common in 1966 throughout the country and certainly not in Fort Collins. So, it set a tone, and  
 29 that's where I guess I think it's most significant. When I think of all three standards, that's the one, to  
 30 me, that holds up the best.

31 COMMISSIONER CARLOCK: I agree that it's the strongest. I think for me, also, one of the  
 32 reasons why it's strong is...and compelling...is that it's so rare in Fort Collins. We've lost so much of  
 33 our early commercial buildings. Luckily the downtown was somewhat spared. But, out that direction,  
 34 there's not too many things that are still around from that particular period of our history.

35 VICE CHAIR GIBSON: So it kind of sounds like we're generally agreed on standard three, but  
 36 maybe not so much on one and two. So, maybe we should move forward with integrity only on standard  
 37 three.

38 CHAIR ROSE: Well said, Bonnie, but what I was going to do as the privilege of the  
 39 Chair...we've been at this for three hours, so I want to, in deference to people that need to get up and  
 40 stretch, to take about a five-minute break. So, we're going to recess here at 8:21 and we will reconvene at  
 41 8:26.

1 Everyone back, and we will reconvene. We have all of our Commissioners back in place, so we  
 2 continue to have a quorum. And now, we'll move into discussion of the seven aspects of integrity. I  
 3 think it's probably important to recognize that we don't need to be redundant. Some of this that we may  
 4 have said need not be said again, but feel free, and please be free to bring to our collective attention things  
 5 that you feel about each of the individual items, and we'll just go through each one and give everyone  
 6 opportunity to comment. And then at the conclusion of that, I think then what we will do is see if we  
 7 have had sufficient discussion to consider a motion, and at that point, we'll decide if we have. If we  
 8 haven't, we'll continue to discuss and move as need be. So, with respect to integrity, there are seven  
 9 items, and the first, of course, is location. So, anyone want to begin discussion about location? Margo?

10 COMMISSIONER CARLOCK: It is in its original location, and my only comment about the  
 11 rebuttal from the applicant is that I don't think that the setting, the surrounding area, needed to remain  
 12 exactly the same for the location to still be valid.

13 CHAIR ROSE: Other comments?

14 VICE CHAIR GIBSON: Agreed, it's in its original location, hasn't been moved.

15 CHAIR ROSE: Okay. The second consideration is design. That one perhaps is a little more  
 16 subjective in terms of how you feel it conforms to the overall aspects and elements that create the  
 17 building's form and how it expresses it's importance in terms of the overall design and style, and  
 18 structure.

19 VICE CHAIR GIBSON: We heard discussion of the changes it's been through, the additions that  
 20 it's had since it was originally built, but like we said a few minutes ago, put it up to that 1966 picture, and  
 21 that front façade is exactly the same, so I would say design is intact.

22 CHAIR ROSE: Chris?

23 COMMISSIONER CONWAY: The only thing I would say is the back garage area seems like it's  
 24 significantly different in the sense that I think if it was an eligible property, and they came before us and  
 25 asked us, can we change the windows to be like this, I think my understanding is that historic preservation  
 26 cares a lot about windows from the presentation yesterday, so to me, that shows that at least that back area  
 27 for sure has changed, I don't know about the rest of it. But, the front looks mostly the same I would say.

28 COMMISSIONER GAINES: Yeah, I think looking at that back area, this overlaps a little bit with  
 29 materials to me...it's a big change not having the original glass garage doors along the shop area. At the  
 30 same time, I think the overall design of that area is very well retained. It's pretty much unaltered except  
 31 for the replacement of those doors.

32 CHAIR ROSE: I guess I would also say, with respect to what you mentioned, Chris, about the  
 33 doors and the entire garage addition. If that's all we had to look at, I think we'd have a different overall  
 34 view of how this whole thing fits into any kind of context of historical importance. Because the garage is  
 35 so prosaic; it's so normal, and we see them all over. Were it left to that component, I think it wouldn't  
 36 stand the test. And so, you know, as this thing moves forward, and you know, we have this time of  
 37 consideration of how it's to be developed or not, or whatever further decisions are made, to me that's the  
 38 most expendable part of the whole property, because we have two other structures that really are very  
 39 good examples of a novel, contemporary 1966 architecture. Whether you have the original garage doors  
 40 in place or not, those still are pretty mundane, pretty standard. And so, I think the thing that holds this up  
 41 in terms of this piece of integrity are those, as you said, Bonnie, and as I said, I think, earlier, this is  
 42 almost unaltered from what you see in that newspaper article. And that's why I think it's, as a design, it

1 bears importance. Okay, anything else? Setting. And of course, this is different than location, of course,  
 2 location is, yeah, it is where it is, and it hasn't moved. This has to do with the character of the location  
 3 where it is in terms of its condition now versus what might have been more representative of it's time in  
 4 importance of history. Jeff?

5 COMMISSIONER GAINES: I think in a sense, the setting has changed in that the surroundings  
 6 have changed and continue to change, K-Mart was torn down, King Soopers is being built. But, I think  
 7 the building has...well, the setting has grown into the building. I think the building was there, and the  
 8 setting around it...major traffic corridors, College, Drake, you know, car destinations, have all filled in  
 9 around it. So, I think it's lot, it's relationship to the roads, visibility, are all there. I don't think there's  
 10 really anything about the setting that detracts from this integrity standard.

11 CHAIR ROSE: Other comments? Okay, materials. Oh, Margo?

12 COMMISSIONER CARLOCK: I would like to say that I absolutely got the point of the  
 13 appellant's argument that it's in an area that, while it has been exactly what you said, Jeff, that it is  
 14 changing, and that the desire of the community is to produce more and more high-density housing and  
 15 other uses for that area, so I do understand that while, right now, it's in a period of transition, going  
 16 forward, we should recognize it probably will...the setting probably will change.

17 CHAIR ROSE: Okay, materials? Bonnie?

18 VICE CHAIR GIBSON: You know, the roof has changed, the garage doors have changed. With  
 19 the idea that integrity does not equal condition, which somebody recently told us, there are a lot of things  
 20 that are...according to this, you know, deteriorating. And there have been some detractors. I am stuck on  
 21 that front façade with the glass, with the stone. I kind of wish feature one wasn't an entire structure, and  
 22 we could focus simply on the showroom, but that's not the case. So, with agreeing that some materials  
 23 have changed, and some are in deterioration, the integrity of the original materials, not condition of, but  
 24 integrity of, generally is intact.

25 CHAIR ROSE: Okay. Workmanship? This is the one I bundled all together when I talked about  
 26 the standard number three, so I don't have anything more to say. Okay, we'll just move right along.  
 27 Feeling? And we can actually talk about feeling and association together if you like because they are  
 28 pretty...they kind of meld together, but however you choose, if you have comments about either or both, I  
 29 think either is appropriate.

30 COMMISSIONER CONWAY: I guess for me, and obviously these are the most subjective  
 31 criteria probably. To me, and I think this is probably true...I think this probably represents the general  
 32 public, I think when people drive by there, they have zero idea that it's an old building. I think they just  
 33 see it as a car dealership. And I have a hard time seeing...well, I guess part of what Jim's presentation  
 34 was, which was an excellent presentation, he talks a lot about being able to tell the story of Fort Collins.  
 35 And to me, I feel like, again, the location of the building on a major intersection that's, you know, car-  
 36 oriented, makes it hard as a place to tell a story in the sense that when you're walking around Old Town,  
 37 you can take a minute and pause because you're walking, and you can, you know take that second look  
 38 that's really going to tell you the story. I have doubts about how much the people of Fort Collins are  
 39 going to get out of this story, unless particularly directed to it in some way. It almost makes me feel like  
 40 you'd get more people knowing about this story of the Ghent's if you renamed the intersection Ghent's  
 41 Corner or something, you know, rather...more than the building itself, right? So, to me, part of the  
 42 feeling and association is that, to me, it doesn't...the building itself doesn't tell a story I guess. It could  
 43 tell a story if you tell somebody the story, but it's not going to be able to be told very well from that

1 location, you know, which makes me feel like...since I had never heard of the Ghent's before, you know,  
 2 maybe renaming wherever Beau Jo's corner is, or the new building, they could name it Ghent's Place or  
 3 something, I don't know, something like that, I'm not really sure. So, anyway, to me, it doesn't give me  
 4 like a strong feeling, as when I'm walking through a mid-century modern neighborhood. I actually grew  
 5 up in a mid-century modern house in Fort Collins from this time period, it has a lot of these features, and  
 6 it doesn't give me that feeling.

7 CHAIR ROSE: Jeff?

8 COMMISSIOENR GAINES: I would just say that, in kind of looking ahead at the future, College  
 9 is going to be redeveloped, a lot of what's there is going to change and be replaced, and I do think  
 10 that...with all that change, this building as a remnant of its time, I think that you do get a feel of its  
 11 original time and place, and I think that will continue to be there. It's tricky because it is a place that we,  
 12 by nature, drive by. As much as I'm sure they'd love to chat with us, we just...hang out at the  
 13 dealership...it's not a place that we necessarily, you know, hang out, or spend time, or contemplate the  
 14 way we do with buildings in Old Town, somewhere that you slow down and spend time. But, I think that  
 15 looking at the future of the city and the changes that will take place along College, I think that it could be  
 16 that kind of place.

17 COMMISSIONER CONWAY: I guess I just, yeah, I totally agree. I mean, well, I guess not  
 18 totally agree, but I guess feeling and association is one of those things you can't really...it's hard to go  
 19 back and forth on, right? You're either going to feel it or you're not? I guess I would say part of it to me  
 20 is I am kind of convinced by the argument that the Historic Preservation Commission, like, needs to keep  
 21 its powder dry in a sense, and really spend its resources saving, like really special buildings. And that  
 22 sometimes decisions about things like car dealerships that can be hard to explain to the general public do  
 23 make people kind of question what the Commission is all about, you know, and like what exactly...and so  
 24 I am kind of persuaded by that argument that it's...it can hurt you in preserving even the most important  
 25 things if you're preserving things that the average citizen is not going to understand as super important, or  
 26 it's hard to explain the story to them, is what I would say.

27 CHAIR ROSE: Yeah, I think that's one of the reasons I have the most trouble with this one in  
 28 terms of association. Because I think, in terms of significance, the persons are the lease important, events  
 29 probably next to the least, and if you don't have associations with either of those, associations really don't  
 30 raise to the level of really having significance. That doesn't discount all the other six elements of  
 31 integrity, but association for me has to be telling us a story about something that happened, or a person  
 32 that is important and significant in the sense of its history, and those two are the weaker parts of this  
 33 whole argument. So, association to me is really not the strong piece that some of the other elements of  
 34 integrity in the standard are.

35 COMMISSIONER WILSON: Yeah, I think there are two arguments being made about  
 36 association. The staff argument is around the building again, and the appellants talking about, well, is  
 37 there an association with a person or event. And I agree, I think that there's not a clear and obvious  
 38 important association there with a person or event. I don't think that piece of integrity exists, and that  
 39 does seem like the correct way to interpret that standard.

40 CHAIR ROSE: Okay. Margo?

41 COMMISSIONER CARLOCK: I actually think that the association part is stronger than the  
 42 feeling, because I agree with Chris that you...unless you are looking for it, you drive by it and you should  
 43 be concentrating on driving, at whatever speed, and you're not really focusing on the buildings around

1 you. So, you're not associating any individual building with any event, or significance, or design, or  
2 anything else. But, the association, I think, is a stronger argument because it is worthy of...the  
3 event...what we're talking about happened there, and it's still there, and it's still what its  
4 original purpose was. Of course, it won't be much longer. I think that at that point, it's the only...it's one  
5 of the few remaining...I keep going back to, it's one of the very few, only one of two, I think Jim said,  
6 remaining commercial buildings from that era in Fort Collins in that area, and that weighs heavy on my  
7 mind.

8 CHAIR ROSE: Alright, final thoughts? Do you want to try for a motion? Do you want to...I  
9 think it's going to be difficult for you to express how you're going to vote if you don't know what you're  
10 voting on. So, I think the logical step here would be to first have a motion and a second, and then we can  
11 discuss how to proceed. Packet page 113.

12 COMMISSIONER GAINES: I move that the Historic Preservation Commission find the  
13 commercial property at 2601 South College Avenue eligible as a Fort Collins landmark according to the  
14 standards outlined in Section 14-22 of the Fort Collins Municipal Code based on the evidence in the staff  
15 report, City survey form, and appellants' documentation, and based on the following findings of fact: the  
16 property meets standards one and three for significance because of its association with the expansion of  
17 Fort Collins south along College Avenue and as an early dealership along College Avenue, and standard  
18 three as a building embodying identifiable characteristics of modern contemporary design. Further, the  
19 property at 2601 South College Avenue meets the following aspects of integrity: location, as it is in the  
20 original place where it was constructed, design, as it maintains the overall aesthetics of its original  
21 construction, setting, as the surrounding neighborhood does not detract from the original setting of the  
22 building, materials, as only minor elements have been removed or altered and, in general, the original  
23 building remains intact, and workmanship, as it maintains original materials and construction techniques  
24 of its time. And, I'll leave it there.

25 CHAIR ROSE: Thank you, Jeff. Well said. Okay, is there a second to the motion?

26 VICE CHAIR GIBSON: Second.

27 CHAIR ROSE: Thank you, Bonnie. Okay, you have the motion, and just to clarify, it's deemed  
28 eligible under standard one and three, and the elements of integrity that Jeff articulated, which are not all  
29 inclusive, but as we have noted, in order to be designated, a site does not have to possess all the elements  
30 of integrity, or all the standards of significance. So, are we ready to vote? I think we are. Melissa, I  
31 would like you to call the roll.

32 MS. MATSUNAKA: Thank you, Mr. Chair. Carlock?

33 COMMISSIONER CARLOCK: Yes.

34 MS. MATSUNAKA: Conway?

35 COMMISSIONER CONWAY: No.

36 MS. MATSUNAKA: Gaines?

37 COMMISSIONER GAINES: Yes.

38 MS. MATSUNAKA: Gibson?

39 VICE CHAIR GIBSON: Yes.

1 MS. MATSUNAKA: Wilson?

2 COMMISSIONER WILSON: No.

3 MS. MATSUNAKA: Rose?

4 CHAIR ROSE: Yes.

5 MS. MATSUNAKA: Four in favor, two opposed.

6 CHAIR ROSE: Okay. Now we will take a very brief moment to let everyone explain their vote,  
7 just for the record so that future historians can dig back through all of this discussion and figure out how  
8 we came to what we've just done. Bonnie?

9 VICE CHAIR GIBSON: Not everything can be the Avery House, we want it to, but it can't.  
10 Recent history is as important as other history; you know, the mid-century modern, it's kind of a  
11 diminishing resource out there, but the newer generations think it's pretty cool, and this building in  
12 particular, you look at it, and you think of the '60's. And so, based on architecture and the fact that car  
13 dealerships helped...they didn't drive it, but they helped extend the city, and based on yes, those five  
14 aspects of integrity, that's why I voted yes.

15 CHAIR ROSE: Margo?

16 COMMISSIONER CARLOCK: This one was a little difficult, but I voted yes because, partially  
17 what Bonnie said, that not everything that is historically valuable is a giant Victorian, or you know,  
18 plantation house, or a Mies van der Rohe, or...they're not...that shouldn't be our criteria. It should be  
19 what tells the story of the city, of the town, and reflects the character of the town. And, I hate to see  
20 portions of that story disappear, and that's why I voted yes.

21 CHAIR ROSE: Chris?

22 COMMISSIONER CONWAY: Yeah, so I voted no because I don't think the story of Fort  
23 Collins is going to be told very well by the building itself. I think you could include this thing in the story  
24 of Fort Collins, you know, with photographs and many other tools that historians use all the time. I  
25 find...I think criteria one and two of significance didn't move me, and in terms of standard three, I have  
26 trouble with that criteria because it says that anything significant, if it embodies identifiable  
27 characteristics of a type, period, or method of construction, and I struggle to think of any building that  
28 wouldn't fit that criteria. And so, yeah, so I feel like it's going to be hard to use this as a historic resource  
29 for the community.

30 CHAIR ROSE: Jeff?

31 COMMISSIONER GAINES: This was a difficult decision on this property. I think that, big  
32 picture, there's an overwhelming interest that we all see. The city property owners in seeing this corridor  
33 redeveloped, seeing housing added. At the same time, I do think that those things can take place without  
34 wiping out what's there, and I hope that happens. That's really outside of our purview today. I'm  
35 concerned that if we don't preserve the rare buildings that we have of this era, we'll have...we'll kind of  
36 have a city that's locked in...well, we go from what, the 1930's to whatever the present day is at any  
37 time. And, any kind of touchstones that are in between that point in history, that cutoff in history, and  
38 whatever point we're at, are lost. So, even though this building is kind of a challenge to want to preserve,  
39 I think it's also actually a very important building to preserve because buildings of that era that are intact,  
40 still there, are so rare. And that's why I voted yes.

1 CHAIR ROSE: Tom?

2 COMMISSIONER WILSON: When we last touched on the association, that's...I thought  
3 through all the different criteria that it touched upon, and having again driven by the property a few times,  
4 that the bar just...it's hard to define, as we've touched upon, this is difficult, this is very difficult, and I  
5 simply thought that the bar was a little low for this property. And I appreciate it, but I don't...I want to  
6 balance what the potential of this location and some of the other needs it could meet within the  
7 community. Yeah, that's my opinion.

8 COMMISSIONER CONWAY: I guess if I was just going to add one thing to touch upon aspects  
9 that go outside the purview of just determining eligibility. I do think that preventing the development of  
10 housing along a transit corridor goes against some of the goals that are outlined by the Historic  
11 Preservation Commission...the four goals that...including equity and sustainability. So, it seems to me  
12 that housing around transit has to be part of thinking about historic preservation being an ally for  
13 sustainability rather than pulling back from it. And also that, you know, we don't...historic preservation  
14 doesn't become, you know, associated with, you know, blocking much needed housing for people who do  
15 need it, right? So there are probably hundreds of families who might live on that site, and their opinion  
16 doesn't come into play in this decision, but I do think they are important as we think about the role of  
17 historic preservation going forward.

18 COMMISSIONER CARLOCK: And I absolutely agree. One of the things that I've learned over  
19 the last three years is that, particularly with the hard decisions that we make, we are bound by our  
20 commitment and the rules of the game I guess you'd say, the standards...the Secretary of the Interior  
21 standards, and our role as part of the certified local government as volunteers is to go over this  
22 information and do the best job we can in trying to make sure that we can answer these questions. And if  
23 we answer the questions in a certain way, then we have to rule a certain way, and we are not supposed to  
24 factor into that potential uses, potential, you know, what if's...it's just a fairly...we're admonished  
25 constantly. You look at the standards, and you determine if they apply, and that's your role. And that is  
26 often the hardest part of our job, is doing that.

27 CHAIR ROSE: I, first of all, would like to thank the Commissioners for your time and your  
28 thoughtful comments. I think you've given due and necessary consideration to what I think is a  
29 perplexing situation. And I'd also like to commend the appellant and our staff for having formulated  
30 excellent materials. I think we come to these decisions with different points of view. I think one of the  
31 important aspects of our role, however, is that it is circumscribed by the Land Use Code and by the  
32 Municipal Code. We are told by what criteria we are to make our judgements. Now, there will be other  
33 voices in this discussion after we've made our choices and voted on our preferences. And, it wasn't  
34 unanimous, so I think that speaks to the complexity of the issue.

35 I supported this because of a lot of the remarks I made earlier, and I think that as vexing and as  
36 difficult as it is, my hope is that this will not be a deterrent to the ultimate successful development of this  
37 property, because it's far too important as one of the most important intersections in Fort Collins. I mean,  
38 if you look at the traffic report, and how many accidents there are, look at Drake and College. There  
39 is...there is very significant importance to this place, and that's why I think the remnants of this era that  
40 we all spoke of is so important, and I hope that it can be developed in such a way that that can be  
41 honored. And that ultimately is not our charge. So, I wish the appellant and all the property owners the  
42 best in terms of how this may progress or evolve, and I thank everyone for their participation.

## Link to Video

Historic Preservation Commission  
April 17, 2024

<https://youtu.be/ABrv599krKI?si=URvS5HK0DmFDyy5u>



# Appeal of Historic Preservation Commission Decision: 2601 South College Avenue City Historic Landmark Eligibility

## Paul Sizemore

Director, Community Development and Neighborhood Services

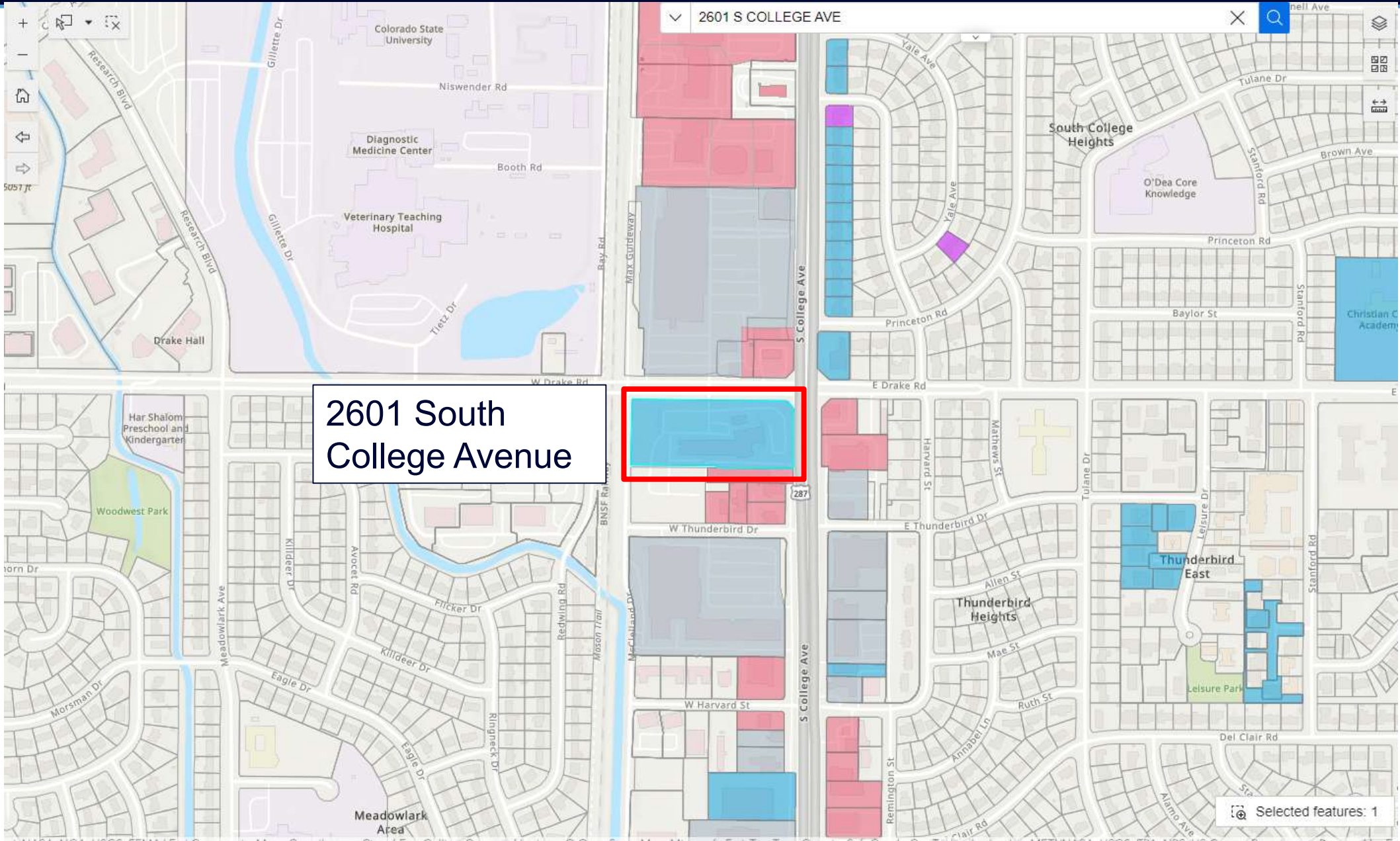
## Maren Bzdek

Manager, Historic Preservation Services

## Jim Bertolini

Senior Historic Preservation Planner





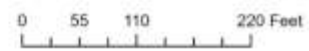
2601 South  
College Avenue

# Item 20. 601 South College Avenue



2601 S. College

- Parcel Boundary
- Feature Boundary



NAD 1983 - State Plane Northern Colorado  
October 5, 2023



- August 16, 2023 – Preliminary Development Review Meeting (All City Departments)
- August 23, 2023 – Historic Survey Ordered
- October 17, 2023 – Survey Completed and Transmitted
  - Completed by City staff since no third-party historians were available.
- October 27, 2023 – Appeal Received
- April 17, 2024 – HPC Appeal Hearing
  - Vote 4-2 (3 absent) – Eligible under Standards 1 (Events/Trends) and 3 (Design/Construction)

1. Determine if allegations made by the appellant have merit.
  
2. Based on determination:
  - Uphold HPC determination of eligibility;
  - Overturn HPC determination of eligibility; or
  - Modify HPC determination of eligibility.

## Land Use Code (Development)

## Municipal Code - Eligibility

- 5.8.1 (formerly 3.4.7)
  - (C) Requires identification of historic resources on/near development site
  - (D) Determination of Eligibility
  - (E) Treatment of Historic Resources

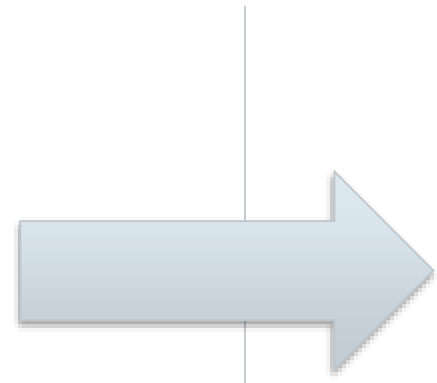
- Chapter 14, Article II
  - 14-22 – Standards for eligibility
  - 14-23(b) – Process for appealing a staff decision

If found Eligible

\*Section 14-22, “Standards for determining the eligibility of sites, structures, objects and districts for designation as Fort Collins landmarks or landmark districts.”

Significance

- 1. *Events*
- 2. *Persons/Groups*
- 3. *Design/Construction*
- 4. *Information Potential*



Integrity (7 Aspects)

- 1. *Design*
- 2. *Materials*
- 3. *Workmanship*
- 4. *Location*
- 5. *Setting*
- 6. *Feeling*
- 7. *Association*



100 E Drake Rd

## 1 – Events/Trends (South College Commercial Expansion)

- *Significant reflection of broader trend of postwar movement of businesses away from Downtown to South College Avenue, including automobile dealerships*

## • Comparative Context

- Few substantial, surviving examples of post-war expansion in [this part of Fort Collins](#)
  - 100 East Drake
  - 2720 South College Avenue
  - 2839 South College Avenue
- Formerly many examples, but most are either altered heavily or demolished



## Design/Construction



Figure 2: 2601 S. College facade. Image clipped from *Coloradoan*. October 26, 1966.



### 3 – Design/Construction (*Modern Architecture / Auto Dealerships in Fort Collins*)

- One of the only *intact* auto dealership from either the early (c.1920s) or mid-20th century periods in Fort Collins
- Significant surviving reflection of Modern architecture in this section of Fort Collins
- Potentially one of only two examples of commercial contemporary style architecture in Fort Collins

- Comparative context
  - Automobile dealerships (and other auto-related properties)
    - 142 Remington – Banwell Motors (now the Gearage)
    - 150 West Oak – Goodyear store
  - Modern Commercial Architecture
    - 425 South College, Safeway (now Lucky's)
    - 1101 West Elizabeth, Campus West Shops
    - Bank towers downtown, including 401 South College, 215 West Oak, 315 West Oak
    - Smaller bank buildings, including 100 South College and 100 East Drake
  - Modern Architecture overall
    - Those named above, along with some residential and religious architecture.

# 01 South College Avenue: *Integrity*



Figure 3: 2601 S. College, service wing. Image clipped from *Coloradoan*, October 26, 1966.



Figure 9: Feature 1, north elevation, view southeast (Image #7229, R. Schields, 10/3/2023)

- MC 14-22(b): “the ability of a site, structure, object, or district to be **able to convey its significance**. The integrity of a resource is based on the degree to which it retains all or some of **seven (7) aspects** or qualities established by the U.S. Department of Interior, National Park Service: location, design, setting, materials, workmanship, feeling and association. **All seven (7) qualities do not need to be present** for a site, structure, object, or district to be eligible as long as the overall sense of past time and place is evident.

- Overall good/sufficient integrity
- *Detractions in Design and Materials due to:*
  - loss of most historic overhead garage doors in service wing
  - 1998 modification of roof to standing-seam metal

- HPC Determination:
  - Property is Eligible (vote 4-2, 3 absences)
    - Standard 1 (Events/Trends)
    - Standard 3 (Design/Construction)
    - Retains sufficient integrity, specifically of location, design, setting, materials, and workmanship, to reflect that importance
  - Does not meet Standards 2 (Persons/Groups) or 4 (Information Potential)
  - Public Comments
    - At hearing: 0
    - In writing: 3 supporting Eligible; 7 supporting Not Eligible

## Redevelopment

- Decision-maker: Planning & Zoning Commission
- Adaptive Reuse (same or other permitted use; required if landmark-eligible or for FC Landmarks)
- Major exterior building alterations and site plan modifications or demolition
  - If not landmark eligible;
  - If eligible, based on acceptable modification of standards proposal.

## Recognition of Historic Resources

- Building preservation
  - May include landmark designation initiated by the property owner, 3+ city residents, HPC by resolution, or a member of City Council in writing.
- Signage or other interpretative storytelling tools
- Additional documentation of building and its history

- Appellant alleges failure to properly interpret and apply relevant provisions of the Municipal Code, Land Use Code, and Charter because:
  - The evidence does not show sufficient historic significance under Standards 1 or 3.
  - The evidence does not show sufficient historic integrity to reflect historic significance.

1. Determine if allegations made by the appellant have merit.
  
2. Based on determination:
  - Uphold HPC determination of eligibility;
  - Overturn HPC determination of eligibility; or
  - Modify HPC determination of eligibility.