



City Council Work Session Agenda

April 14, 2026 at 6:00 PM

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

Council Information Center (CIC)
300 Laporte Avenue, Fort Collins

Cablecast on FCTV
Channel 14 on Connexion
Channel 14 and 881 on Comcast

Carrie Daggett
City Attorney

Kelly DiMartino
City Manager

Delynn Coldiron
City Clerk

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

ATTENDANCE OPTIONS

- Meetings are open to the public and can be attended by anyone in person by anyone.
- Meetings are televised live on Channels 14 & 881 on cable television.
- Meetings are livestreamed on the City's website, <https://fortcollins.gov/fctv>.

CITY COUNCIL WORK SESSION 6:00 PM

A) CALL MEETING TO ORDER

B) ITEMS FOR DISCUSSION

1. 2025 Poudre Fire Authority Annual Report

The purpose of this item is to review the 2025 Poudre Fire Authority (PFA) Annual Report and discuss overall organizational performance. This annual presentation to Council and the Poudre Valley Fire Protection District Board is required under the Second Amended and Restated Intergovernmental Agreement (IGA) and provides an opportunity to examine current financial challenges.

2. Community Report: District Attorney Gordon McLaughlin

The purpose of this item is for the District Attorney to provide a yearly update from his office.

3. Enterprise Resource Planning (ERP) Overview

The purpose of this item is to provide an overview of the Enterprise Resource Planning (ERP) initiative. Staff will provide a brief background on what an ERP system is and how the City currently operates in addition to the business case for why the current system needs replacement. Staff will also update Council on actions taken to date with this initiative, including the designation of \$3.8

million in reserves during 2022 and 2025. Lastly, a brief overview will be presented of the steps to prepare for a successful implementation as well as the cost estimates and funding sources.

4. From Lead to Location: Managing the Economic Development Pipeline and Business Retention and Expansion (BRE) Framework

The purpose of this item is to give Council an overview of how the Economic Health Office attracts new businesses to Fort Collins (Prospect Pipeline) and supports the businesses already here (Business Retention and Expansion or BRE). The session will cover the City's process for evaluating and advancing business prospects, recent wins and learnings, and a framework for matching City resources to business needs at the right time.

C) ANNOUNCEMENTS

D) ADJOURNMENT

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. Las solicitudes de interpretación en una reunión deben realizarse antes del mediodía del día anterior.

File Attachments for Item:

1. 2025 Poudre Fire Authority Annual Report

The purpose of this item is to review the 2025 Poudre Fire Authority (PFA) Annual Report and discuss overall organizational performance. This annual presentation to Council and the Poudre Valley Fire Protection District Board is required under the Second Amended and Restated Intergovernmental Agreement (IGA) and provides an opportunity to examine current financial challenges.

April 14, 2026

WORK SESSION AGENDA ITEM SUMMARY

City Council



STAFF

Derek Bergsten, Fire Chief, Poudre Fire Authority

SUBJECT FOR DISCUSSION

2025 Poudre Fire Authority Annual Report

EXECUTIVE SUMMARY

The purpose of this item is to review the 2025 Poudre Fire Authority (PFA) Annual Report and discuss overall organizational performance. This annual presentation to Council and the Poudre Valley Fire Protection District Board is required under the Second Amended and Restated Intergovernmental Agreement (IGA) and provides an opportunity to examine current financial challenges.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

1. What questions do Councilmembers and District Board members have about the Poudre Fire Authority 2025 Annual Report?
2. What feedback or curiosities do Councilmembers and District Board members have about the existing Intergovernmental Agreement (IGA)?
3. Is Council willing to refer a sales tax item to the ballot?

BACKGROUND / DISCUSSION

Chief Bergsten will provide information around the governance of the PFA to both Council and District Board members, including PFA's 2025 Annual Report. Council and the District Board will have the opportunity to review the ongoing relationship between the two entities and discuss any possible issues of concern.

The District Board and the Council have agreed, since 1981, that the benefits of establishing the PFA have been, and continue to be, successful. Efficiencies include improved fire protection, training, communications, fire suppression, vehicle maintenance, investigation and inspection programs, comprehensive station locations to handle fire problems spanning political jurisdictions, effective response to large crisis situations, and efficient use of taxpayer funding.

In 1981, the District and the City entered into an Intergovernmental Agreement (IGA) providing for an independent governmental entity known as the PFA, for the purpose of providing fire protection services within the District and the City. Since 1981, the District and the City have revised the IGA three times. In 1983 to outline a funding formula, in 1987 to include the funding formula language in the IGA, in 2014 to

include Exhibit A (funding formula) and Exhibit B (Support Services Provided by the City), and in 2024 to ensure a predictable revenue stream for the PFA by sharing in the City's revenue growth/risk, and to clarify language regarding annexations from the District to the City to ensure maintained service levels. The Second Amended and Restated IGA was approved by Council and District Board members effective January 1, 2025.

Article II (2.2)(N) of the Second Amended and Restated IGA states in part, "To provide an Annual Report in the second quarter of each year regarding the activities and accomplishments of the Authority, and to present such report to the City Council and District Board at a joint meeting for the purpose of reviewing annual performance measurements and metrics, goals, actual spending to budget, benefits to the community related to strategic outcome goals, operational efficiency, productivity improvement, and issues of concern to the Authority, the District, and the City."

ATTACHMENTS / LINKS

1. 2025 Annual Report Booklet
2. Second Amended and Restated IGA – in part
3. City/District Historical Ratio
4. PFA Annual Report Presentation

2025

ANNUAL REPORT

SERVICE ABOVE SELF



CHIEF'S MESSAGE

As Fire Chief, I am proud to reflect on a year of meaningful progress and continued commitment to the safety and well-being of our community.

2025 marked several major milestones for our department that strengthen our ability to serve today and prepare for the future.

The Support Division has particularly noteworthy achievements which are highlighted below by Division Chief Ross Reinking.

Equally important is our investment in prevention and education. Through a strong partnership with Poudre School District and the Youth Advisory Board, we launched a new initiative to teach CPR to all 9th graders. Empowering our youth with lifesaving skills is an investment that will benefit our community for generations.



Looking ahead to 2026, we are excited for the next fire academy class and the continued development of our newest firefighters and all staff. We also look forward to relocating to a new Headquarters building.

Together, these efforts reflect our unwavering commitment to service, preparedness, and community partnership.

- Fire Chief Derek Bergsten



MESSAGE FROM THE SUPPORT DIVISION



The Support Division, which includes Facilities, Fleet, Health and Safety, Information Technology, Planning and Analysis, and Warehouse teams, has had an exceptionally busy year. These personnel work tirelessly to ensure responders have everything they need to provide exceptional service during each call.

The division achieved significant milestones throughout 2025. In February, a comprehensive three-year strategic plan was developed through community and PFA collaboration to guide future projections.

April marked the opening of the new, innovative Fire Station 7 in Laporte, providing a modern firehouse for our responders and a much-needed community room for the public.

Mid-year, the division successfully completed the rigorous five-year accreditation process. This achievement ensures performance metrics meet national standards and confirms that PFA follows a continuous improvement model.



In the fall, a new PFA Headquarters building was purchased and will be renovated to provide much needed space for current and future personnel as PFA grows.

To close out the year, our Fleet team acquired three new fire apparatus: Tower 1 (Old Town), Engine 2 (City Park), and Engine 10 (Near Fort Collins High School).

“I could not be prouder of the Support Division and the commendable work they do every day to ensure PFA responders are equipped to take care of the amazing community we proudly serve.”

- Support Division Chief Ross Reinking

PFA PERSONNEL



249 | FULL-TIME POSITIONS

6 | VOLUNTEER MAIL CARRIERS

NEW POSITIONS

- Community Health Program (CHP) Manager
- Fleet Support Tech

42 | FULL-TIME CIVILIAN

4 | SEASONAL

207 | FULL-TIME UNIFORM

3 | VOLUNTEER HONOR GUARD (RETIRED)

27 | VOLUNTEER FIREFIGHTERS

THE PEOPLE BEHIND THE NUMBERS

Read about the many people that make up PFA from an article remembering Ret. Fire Chief John Mulligan to in depth interviews with current members from all levels.



PFA SERVICE AREA

What We Protect



CREDENTIALING & AWARDS

63 designations through the Center for Public Safety Excellence (CPSE) earned by PFA since 2023

18 designations earned in 2025

Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA)
– 26 consecutive years



INCIDENT FEATURES



MARCH 7 | Car crashed into a house and started a fire which destroyed home

APRIL 22 | Second alarm burns 17 acres northwest of Fort Collins

AUG. 23 | Fort Collins Rescue Mission fire displaced 82 residents

DEC. 11 | Second alarm fire in apartment complex in 1200 block of Prospect

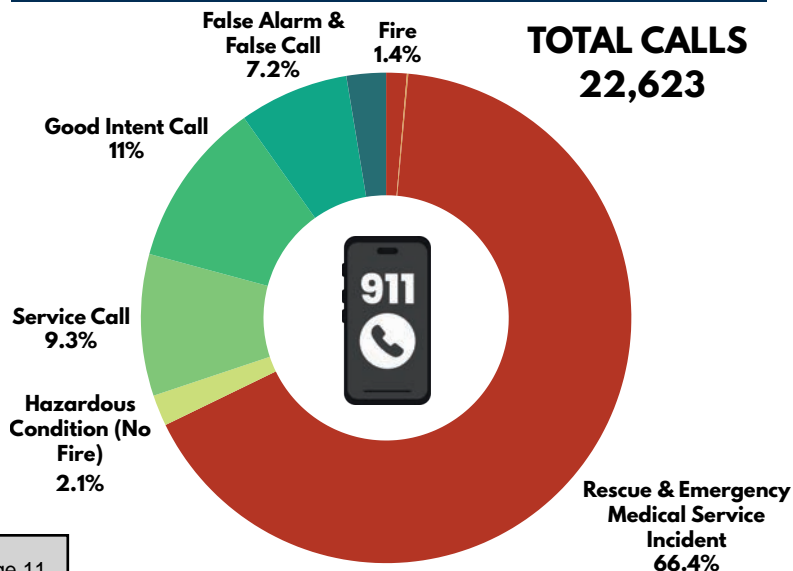
DEPLOYMENTS

4 | WILDLAND DEPLOYMENTS

2 | URBAN SEARCH & RESCUE (USAR) DEPLOYMENTS

- Water rescues - Memphis, TN
- Locate people lost in flooding Kerr County, TX

A YEAR ON-THE-LINE

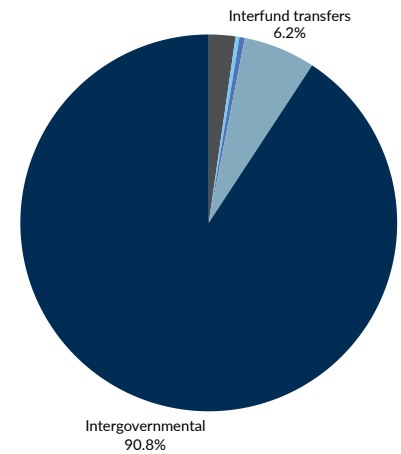


In 2025, PFA adjusted unit dispatch protocols to better match the size and type of response to the nature of each call. This change was implemented to improve operational reliability for high-acuity, life-safety incidents while ensuring appropriate and efficient response to all incidents.

2025 BUDGET & FUNDING OUTCOMES

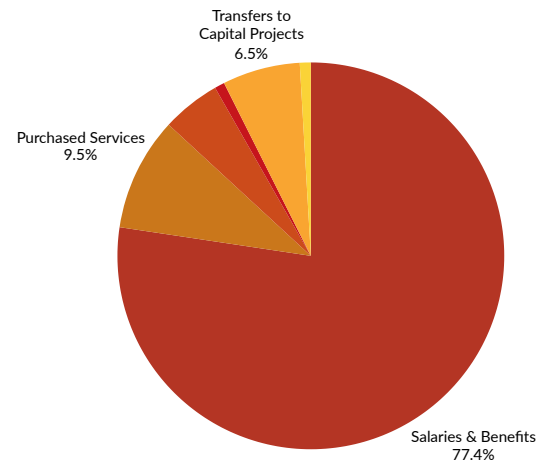
TOTAL REVENUES **\$60,505,370**

Intergovernmental	54,911,485
Interfund Transfers	3,735,766
Fees and charges for services	1,378,719
Miscellaneous revenue	273,900
Earnings on investments	204,000
Licenses and permits	1,500



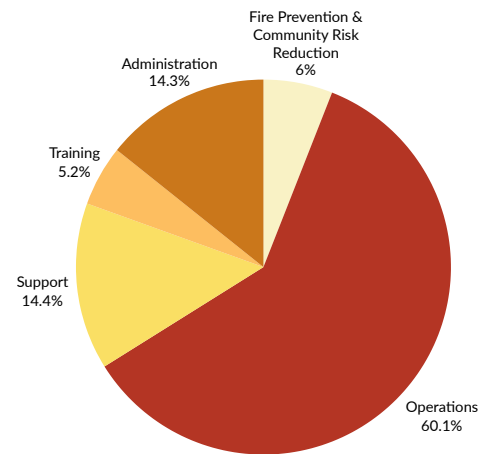
GENERAL FUND EXPENDITURE - TYPE **\$54,474,369**

Salaries & Benefits	42,146,176
Purchased Services	5,168,711
Transfers to Capital Projects	3,536,647
Materials, Supplies, & Equipment	2,670,023
Miscellaneous Other	499,211
Capital Outlay	453,601



GENERAL FUND EXPENDITURE - DIVISION **\$54,474,369**

Operations	32,759,984
Support	7,845,143
Administration	7,773,722
Fire Prevention & CRR	3,249,537
Training	2,840,983
Grants/Projects	5,000



CAPITAL PROJECTS FUND **\$12,243,728**

Major Facility Remodel & Builds	8,518,736
Apparatus Replacement	3,724,992

RESERVES **\$14,310,586**

The seemingly unbalanced financials are indicative of mid-year appropriations of primarily custodially collected capital expansion fee revenues by the City of Fort Collins on the Authority's behalf and accumulated prior-year contributions. The aforementioned sum resulted in the appropriation of \$7,802,473 which was used to purchase the new Headquarters facility at 1300 Riverside Ave.

*Reserves and figures for fiscal year 2025 are unaudited and subject to change.

THE HEART OF A SAFE COMMUNITY

The Next Generation of Life Savers

Community partnerships with the City of Fort Collins Youth Advisory Board (YAB) and Poudre School District (PSD) enhanced development of a resilient community in 2025. YAB students were trained by PFA then taught 30-to-60-minute courses to their peers to practice hands-on lifesaving skills at Rocky Mountain and Fossil Ridge High Schools.

Partnering with high school administrators, PFA helped develop Cardiac Emergency Response Plans (CERPS) for PSD and practiced timed drills with the goal of getting an AED to a patient within three minutes of a cardiac arrest.

Roles and tasks were identified through work with these teams, from radio communication within the school to calling 911 to retrieving and placing the pads of the AED.

Enrollment increased in community CPR courses with personalized instruction from Station 3 personnel and monthly location changes across fire stations to improve access.

Firefighters are great teachers and community members benefited from pairing up in small groups around mannikins with real-time feedback from fire crews as they practiced compressions, AED use, and the application of tourniquets.

This feeds into the overall goal to increase bystander intervention in CPR and AED use. Data show that 80 percent of cardiac arrests happen at home so the bystander that helps will likely be a family member or loved one.



600

HIGHSCHOOL
STUDENTS TRAINED
IN CPR, AED, &
STOP-THE-BLEED

200

PSD SCHOOL
ADMINISTRATORS &
CRISIS PERSONNEL
TRAINED ON
STOP-THE-BLEED

274

AEDS REGISTERED IN
PFA'S JURISDICTION
FOR A TOTAL OF 705

4

AEDS INSTALLED IN
PUBLIC LOCATIONS
AND AVAILABLE 24/7

Item 1.

PROTECTING THE COMMUNITY

PFA held the annual smoke and carbon monoxide alarm installation events, which have become community events themselves, through work with mobile home community partners and agencies including the American Red Cross,

Installation teams included FC911 dispatchers and UHealth ambulance crews, working together to reduce risk before the emergency happens.

The Poudre Library Mobile library, Evie, joined and PFA staff grilled for the neighborhood and volunteers.

431

SMOKE & CARBON MONOXIDE ALARMS INSTALLED OR MADE FUNCTIONAL (CREWS & EVENTS)

242

HOMES MADE SAFER

WHAT'S NEXT?



As part of work toward a HeartSafe community, PFA hopes to align resources, build partnerships, and have all PSD freshman students trained in CPR, AED Use, & Stop-the-Bleed by 2027.



City of Fort Collins Youth Advisory Board receiving PFA Public Partnership Awards



PFA and Walgreens partnered to hold seven vaccination clinics which resulted in 179 vaccines administered.

11,293

PEOPLE INTERACTED WITH AT COMMUNITY EVENTS & CLASSES



Item 1.

INSPECTION SERVICES

Work before the Call

Firefighters are ready and willing to serve at great risk, but who works to keep firefighters safe?

The Fire Inspection Services program does. Inspectors ensure safe methods and spaces for first responders to do their work. Inspection Services was restructured to include a team of full-time, highly qualified, and dedicated fire inspectors. These changes have supported the team's dedication to life safety for both internal and external customers.



The team accomplishes this through:

- Following up with referrals from PFA crews and servicing contractors when a fire protection system is out-of-service or for other compliance related issues
- Enforcing the adopted Fire Code during routine fire inspections to abate hazards
- Managing the inspection, testing & maintenance of fire protection systems in PFA's jurisdiction
- Reviewing special events for fire code compliance and notifying crews of potential impacts
- Issuing operational permits for high hazards activities such as fireworks, pyrotechnics, and food trucks
- Tracking AEDs during fire inspections
- Building relationships with the community



MEET YOUR
FIRE INSPECTOR)

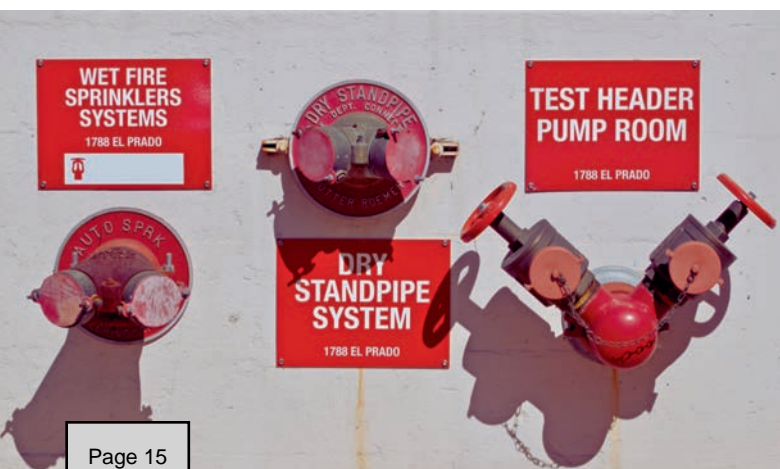
8,400 | REPORTS REVIEWED TO
ENSURE FIRE PROTECTION
SYSTEM MAINTENANCE

7,477 | FIRE INSPECTIONS

1778 | CITATIONS RESOLVED
(83 PERCENT)

155 | SPECIAL EVENTS REVIEWED

2 | PROFESSIONAL PARTNERSHIP
AWARDS (ANHEUSER BUSCH
AND BROADCOM)



COMMUNITY HEALTH PROGRAM



A client was calling 911 daily because they could not get up once seated after their lift assist chair broke and they were unable to replace it. The team identified the issues and even found them the right chair.

THE PERSON HAS NOT CALLED 911 SINCE.

200 | INDIVIDUAL CLIENT ISSUES RESOLVED

30 | CLIENTS CASES OPEN AT THE END OF 2025

The Community Health Program (CHP) continues to expand its impact by strengthening connections between emergency response, community resources, and long-term solutions.

This year, the team engaged directly with assisted living facilities through training, planning, and ongoing communication ensuring their staff can meet the needs and expectations for lift-assist calls, greatly improving work between first responders and the facilities.

Partnerships remain central to this work. Collaboration with Dementia Together offered specialized training for first responders, building confidence and capability when supporting individuals living with cognitive decline.

Looking ahead, the program will expand its reach through upcoming trainings to further equip operations personnel with tools to respond to mental health needs.

By combining training, partnerships, and proactive referrals, CHP is ensuring individuals receive the right care, at the right time.

A LOOK AHEAD

TRAINING FACILITY MASTER PLAN

- Completed a feasibility study and master plan for the PFA Training Facility on W. Vine Dr.

FIRE ACADEMY

- 12 recruits start academy in April
- Over 900 applied

DRONE AS A CITY RESOURCE

- Continued expansion of the partnership between Fort Collins Police Services, PFA, and the City of Fort Collins Utilities
- Deployment of medical supplies



Item 1.



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SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE POUDRE FIRE AUTHORITY

THIS SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into pursuant to Sections 29-1-203 and -203.5 *et seq.*, C.R.S., by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter referred to as the "City", and THE POUDRE VALLEY FIRE PROTECTION DISTRICT, Larimer County, State of Colorado, hereinafter referred to as the "District". This Agreement is effective at 12:00 am on January 1, 2025 (“Effective Date”). No provision in this Agreement or the attached exhibits shall apply to the 2024 fiscal year. The 2024 fiscal year, and all requirements, processes, and procedures associated with the 2024 fiscal year, are governed solely by the provisions of the July 15, 2014 Amended and Restated Intergovernmental Agreement Establishing The Poudre Fire Authority and the exhibits attached thereto, which shall remain in full force and effect through 11:59 pm on December 31, 2024, at which date and time such agreement shall terminate for all purposes. The City and the District are referred to collectively as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, the Parties to this Agreement have entered into previous intergovernmental agreements providing for the formation of an independent governmental entity for the purpose of providing fire protection and related services, as noted in such previous intergovernmental agreements, within the respective territorial limits of the Parties, which entity is known as the POUDRE FIRE AUTHORITY; and

WHEREAS, those previous agreements, as amended, have been mutually beneficial in providing a higher degree of protection to persons and property within the respective territorial limits of the Parties; and

WHEREAS, the Parties believe their interests will be best served by the City providing the POUDRE FIRE AUTHORITY with certain support services, and the POUDRE FIRE AUTHORITY providing certain support services to the City, which are more specifically described on the attached “Exhibit B,” which is incorporated herein by this reference. In addition, the Parties believe that the City Attorney is capable of providing to the POUDRE FIRE AUTHORITY a portion of the legal services required by the POUDRE FIRE AUTHORITY pursuant to the terms of this Agreement and Exhibit B, and the City Council consents to such appointment by the POUDRE FIRE AUTHORITY; and

WHEREAS, the Parties desire to provide for the continued existence of the POUDRE FIRE AUTHORITY, and to amend and restate in full all previous intergovernmental agreements regarding the establishment and operation of the POUDRE FIRE AUTHORITY.

Item 1.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

ARTICLE I
GENERAL PROVISIONS

1.1. Term of the Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by one or both of the Parties as herein provided. In addition to the option to terminate for non-appropriation as described in Section 5.4., below, this Agreement may be terminated effective 11:59 p.m. on December 31 of a calendar year by either Party providing a minimum of 24 months' prior written notice of termination to the other Party. The Parties agree to review and consider amendments to this Agreement and related exhibits resulting from changes in policy, practice, or law every eighth year, such review to begin on January 1 and completed by September 1 of that year.

1.2. Poudre Fire Authority. The existence of the independent governmental entity known as the "POUDRE FIRE AUTHORITY", hereinafter referred to as the "Authority", created by the intergovernmental agreement of the Parties dated December 22, 1981, as such agreement was amended thereafter, is hereby continued. The Authority is an independent governmental entity separate and distinct from the City and the District. The Authority may provide, either directly or by contract, fire protection, emergency medical, extrication/rescue and ambulance services, enforcement of fire prevention codes, hazardous materials response, and other emergency services typically provided by a public fire department and that may be provided by a fire department under the City Charter and by a fire protection district organized pursuant to Article 1, Title 32, C.R.S., within the respective territorial limits of the Parties (collectively, the "Fire Rescue Services").

1.3. Nature of the Authority. The Authority is a political subdivision of the State of Colorado, formed in conformity with the provisions of Sections 29-1-203 and -203.5, C.R.S. and the provisions of those statutes apply to the Authority. In carrying out its purposes, the Authority will observe and comply with statutes and laws applicable to the District and the City, including, but not limited to Parts 1, 5, and 6 of Article 1, Title 29, C.R.S., regarding budget preparation, accounting, and auditing; and Part 4 of Article 6, Parts 2 and 3 of Article 72 as applicable to the Authority, and Articles 6 and 10 of Title 24, C.R.S., regarding open meetings, open records, criminal justice records, and governmental immunity. The Parties intend that the Authority is not considered a "district" subject to Article X, Section 20 of the Colorado Constitution. The Authority boundaries shall consist of the combined territorial boundaries of the Parties.

1.4. Governing Board. The Authority shall be administered by a governing Board of five (5) members, hereinafter referred to as the "Board." All legislative power of the Authority is vested in the Board. The City shall appoint two (2) members and the District shall appoint two (2) members. The fifth member shall be appointed at the first regular meeting of the Board in February of each year by majority vote of the four other members as appointed by the City and District. If the vote results in a tie, the Mayor of the City and the President of the District Board shall have authority to appoint the fifth member.

Item 1.

- A. All appointees and terms of appointment shall be at the discretion of the appointing entity; provided that the fifth member shall be appointed and serve as provided in the first paragraph of this Section 1.4.
- B. All vacancies on the Board shall be filled by the appointing entity; provided that a vacancy in the fifth member position shall be filled as provided in the first paragraph of this Section 1.4.

1.5. Meetings of the Board. All Board meetings shall be open to the public and shall be conducted in compliance with the Colorado Sunshine Law. The following provisions shall be deemed automatically amended to conform to any changes to the Colorado Sunshine Law after the Effective Date of this Agreement without the need for the Parties to formally approve an amendment to this Agreement.

- A. *Format of Meetings.* The Board may, in its discretion, conduct any regular or special Board meeting (including any study session): (1) at a physical location; (2) at a physical location with remote electronic attendance availability; or (3) electronically. User access information for any Board meeting conducted under (2) or (3) shall be included on the Board meeting notice and agenda or otherwise made publicly available.
- B. *Regular Meetings.* No later than its first regular meeting of each year, the Board shall designate the time and place for all regular Board meetings for the year and designate a public place within the Authority where notice of the meetings will be posted if notice cannot be accomplished on the Authority's website. Notice of a regular meeting and specific agenda information to the extent possible shall be posted at least 24 hours prior to the meeting on the Authority's website or at the designated public place if notice cannot be accomplished on the Authority's website.
- C. *Special Meetings.* Special meetings may be held as often as the Authority's needs may require. Special meetings may be called by the Chair, or by two Directors, upon not less than twenty-four (24) hours prior written notice to the other Directors, which notice shall also be posted to the Authority's website or at a designated public place within the Authority where notice of a meeting will be posted if notice cannot be accomplished on the Authority's website. A "work session" constitutes a special meeting at which no formal Board action may be taken.
- D. *Emergency Meetings.* Emergency meetings may be called by the Chair, or two Directors, in the event of an emergency that requires the immediate action of the Board to protect the health, safety, and welfare of the public without notice to the public if notice is not practicable. If possible, notice of such emergency meeting may be given to the other Board members by telephone or whatever other means are reasonable to meet the circumstances of the emergency. At such emergency meeting, any action within the power

of the Board that is necessary for the immediate protection of the health, safety, and welfare of the public may be taken; provided, however, that any action taken at an emergency meeting shall be effective only until the next Board meeting, regardless of whether it is a regular or special meeting, at which meeting the emergency issue shall be on the public notice of the meeting. At such subsequent meeting, the Board may ratify any emergency action taken. If any emergency action taken is not ratified, then it shall be deemed rescinded as of the date of such subsequent meeting.

1.6. Minutes. The Secretary shall cause all minutes of the Board meetings to be kept and shall, prior to the next meeting, provide a draft of the minutes to each Board member for consideration at the next meeting.

1.7. Voting; Quorum; Required Votes. Each Board member shall have one (1) vote. A quorum of the Board shall consist of three (3) Board members, provided that the City and the District are represented by at least one of their appointees. No official action on any matter may be taken by the Board unless a quorum is present. Unless otherwise required by law, the affirmative votes of a majority of the Board members present shall be required for the Board to take any action.

1.8. By-laws. The Board may adopt such by-laws, rules, and regulations as it deems necessary or appropriate for the conduct of its meetings and affairs.

ARTICLE II OFFICERS AND EMPLOYEES

2.1. Chair, Vice Chair, and Secretary. The Board shall elect a Chair and Vice Chair from its members, and shall appoint a Secretary who may, but need not, be a Board member. Said officers shall perform the duties normal for said offices, including the following:

- A. The Chair shall sign all contracts on behalf of the Authority, except contracts or agreements that may be signed by the Authority's Fire Chief, as herein provided, and shall perform such other duties as may be imposed by the Board.
- B. The Vice Chair shall perform all of the Chair's duties in the absence of the Chair.
- C. The Secretary shall attest to all contracts signed on behalf of the Authority and perform such other duties as may be imposed by the Board.

2.2. Management. The Board shall appoint a Fire Chief to manage the Authority. The Fire Chief shall assume responsibilities of the Fire Chief for both Parties pursuant to this Agreement. Subject to the supervision of the Board and the powers specifically reserved to the Board as described in Article III of this Agreement, the Fire Chief shall have all powers and authorities provided for a municipal fire chief and a fire chief under Section 32-1-1002, C.R.S., and shall oversee and manage all business and affairs of the Authority, including the operation, maintenance, management, administration, and provision of all facilities, improvements,

Item 1.

equipment, services, and personnel, in the manner typically associated with a fire and emergency rescue agency for which the fire chief has been delegated authority by the governing body to manage all aspects of the agency, including the authority associated with a chief executive, administrative, and operational officer. Without limiting the foregoing, the Fire Chief shall have the power:

- A. To provide for the planning, design, and construction of any buildings, and the additions or improvements to the facilities owned by the Authority.
- B. To execute any contract for capital costs, costs of special services, equipment, materials, supplies, maintenance, or repair that involves any Authority expenditure of less than One Hundred Thousand Dollars (\$100,000), providing such expenditure is within budget. This expenditure limit will be increased or decreased every five years as determined using the Bureau of Labor Statistics' CPI Inflation Calculator for the Denver-Aurora-Lakewood Consumer Price Index for Urban Consumers, or any successor index. Such adjustment will be made by the Board.
- C. To employ all personnel of the Authority required for the provision of Fire Rescue Services and maintenance and operation of all facilities and to make such personnel decisions as he or she deems appropriate, including without limitation, decisions as to organization, staffing levels, deployment, promotions, demotions, discipline, and termination.
- D. To employ all personnel required in connection with the planning, design, and construction of any buildings, additions or improvements to the facilities owned by the Authority.
- E. To expend funds and enter into contracts, whenever required, for the immediate preservation of the public health, safety, and welfare, provided that the amount of funds involved does not exceed one percent (1%) of the annual budget of the Authority for the year in which the funds are expended or the contract is made.
- F. To dispose of by sale any personal property of the Authority with a value of less than Fifty-Seven Thousand Dollars (\$57,000). This sale limit will be increased or decreased every five years as determined using the Bureau of Labor Statistics' CPI Inflation Calculator for the Denver-Aurora-Lakewood Consumer Price Index for Urban Consumers, or any successor index. Such adjustment will be made by the Board.
- G. To approve payroll payments and to approve other payments by the Authority, provided such other payments are within budget and an individual payment does not exceed One Hundred Thousand Dollars (\$100,000). This payment limit will be increased or decreased every five years as determined using the Bureau of Labor Statistics' CPI Inflation

Item 1.

Calculator for the Denver-Aurora-Lakewood Consumer Price Index for Urban Consumers, or any successor index. Such adjustment will be made by the Board.

- H. To prepare and submit to the Board an annual operating budget for the next fiscal year in accordance with the budget schedules of the City and District.
- I. To adopt general operating guidelines, including but not limited to policies and procedures on non-personnel matters, operating policies, and inspection policies, as deemed appropriate by the Fire Chief.
- J. To generally supervise the acquisition, construction, management, maintenance, and operation of the Authority's facilities and personnel.
- K. To negotiate with labor groups as may be required by state law or authorized by the Board.
- L. To negotiate with a provider of ambulance services dispatched through the City's public safety answering point (PSAP) within the Authority's service area, including but not limited to, an exclusive service agreement, performance standards, and other provisions as deemed appropriate, to be approved by the Board.
- M. To conduct procurement and purchasing processes consistent with the City's administrative procurement policies and procedures, unless excepted from those policies and procedures by the Board.
- N. To provide an Annual Report in the second quarter of each year regarding the activities and accomplishments of the Authority, and to present such report to the City Council and District Board at a joint meeting, for the purpose of reviewing annual performance measurements and metrics, goals, actual spending to budget, benefits to the community related to strategic outcome goals, operational efficiency, productivity improvements, and issues of concern to the Authority, the District, and the City. The Authority also shall provide the community with regular updates throughout the year related to its performance, as measured by relevant performance metrics, including analysis of effectiveness in meeting community service needs.
- O. To appoint or engage the City Attorney for the City of Fort Collins to serve as legal advisor to the Authority on the matters specified in Exhibit B attached hereto, subject to the requirements of Section 9.7.
- P. To perform such other duties as directed by the Board and report to the Board at such times and on such matters as the Board may direct.

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2.3. Legal Advisor. The Board shall have the power to appoint, through a competitive selection process as determined by the Board, an attorney to provide legal services to the Authority.

2.4. Other Employees. The Board shall have the power to appoint and employ such other persons, agents, and consultants for the purpose of providing professional, technical, or consulting services as may be necessary for the purposes of this Agreement.

ARTICLE III POWERS OF THE AUTHORITY

3.1. General Powers. The Authority shall exercise, in the manner herein provided, the powers lawfully authorized to each of the Parties, as provided by the laws of the State of Colorado, and all incidental, implied, expressed, or necessary powers for the accomplishment of the purposes of this Agreement as provided herein. The Authority's powers shall be exercised by the Board unless otherwise designated by this Agreement, applicable law, or delegation of the Board. The Authority shall not have the power to levy taxes or exercise the power of eminent domain.

3.2. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers including, but not limited to, the following:

- A. To make, and enter into, and perform contracts of every kind as authorized by law with other governmental entities, the State of Colorado, or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation, or any other organization of any kind.
- B. To employ all necessary personnel.
- C. To acquire, construct, manage, maintain, and operate any buildings, works, improvements, or other facilities.
- D. To acquire, hold, or dispose of property.
- E. To sue and be sued in its own name.
- F. To issue bonds, notes, or other financial obligations (collectively, "Financial Obligations") payable solely from revenue derived from one or more of the Authority's functions, services, systems, or facilities, from money received under contracts entered into by the Authority, or from other available money of the Authority. The Authority shall set forth the terms, conditions, and details of the Financial Obligations, including related procedures and refunding conditions, in a resolution authorizing the Financial Obligations. Financial Obligations issued by the Authority are not an indebtedness of the Parties within the meaning of any provision or limitation specified in the state constitution or law. Each Financial Obligation must state in substance that it is payable solely from the revenues

Item 1.

and other available funds of the Authority pledged for the payment thereof and that it is not a debt of the Parties within the meaning of any provision or limitation specified in the state constitution or law. The Financial Obligations may be issued to mature at such times not beyond forty years from their respective issue dates, shall bear interest at such rates, and shall be sold at, above, or below the principal amount thereof, at a public or private sale, all as determined by the Authority Board. Interest on any Financial Obligation is exempt from taxation except as otherwise may be provided by law. The resolution, trust indenture, or other security agreement under which Financial Obligations are issued is a contract with the holders thereof and may contain such provisions as the Authority determines to be necessary and appropriate and to provide security for the payment thereof, including, without limitation, any mortgage or other security interest in revenue, money, rights, or property of the Authority.

- G. To apply for, accept, receive, and disperse grants, loans, and other aid from any governmental entity or political subdivision thereof.
- H. To invest any unexpended funds that are not required for the immediate operation of the Authority, as the Board determines is advisable, in accordance with the laws of Colorado; provided however, that such investment management and cash management services will be provided by the City through its Finance Department.
- I. To administer and enforce the Fire Code adopted by the City and District, and as adopted or consented to by other municipalities and counties within the Authority's service area.
- J. To provide ambulance services directly or through a contract with an ambulance services provider, that are dispatched through the City's public safety answering point (PSAP) within the Authority's service area through any lawful means, including but not limited to an exclusive service agreement, performance standards, or other provisions as deemed appropriate by the Board.
- K. To adopt bylaws, rules, and regulations respecting the exercise of its powers and carrying out of its purposes.
- L. To fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority in the manner provided by law.
- M. To own, operate, and maintain real and personal property and facilities in common with others, and to conduct joint, partnership, cooperative, or operations with others, and to exercise all the powers granted herein in joint, partnership, cooperative, or other operations with others.

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- N. To act as agent on behalf of the Parties with regard to the functions and services described hereinabove and any existing contracts and agreements between either or both of the Parties or any other party, to the extent permitted by law and the terms of such contracts and agreements.
- O. To carry out all provisions of this Agreement.

ARTICLE IV
ORGANIZATIONAL PROCEDURE

4.1. Delegation of Powers, Duties, and Responsibilities.

- A. Each Party delegates to the Authority the power, duty, and responsibility to maintain, operate, manage, and control all of the Fire Rescue Services facilities, equipment, resources, and property of the Authority, including without limitation, all fire stations, land, buildings and firefighting, emergency medical and rescue equipment, and to employ the necessary personnel and do any and all other things necessary or desirable to provide continued efficient and economical Fire Rescue Services to all persons and property within the respective territorial limits of the Parties, which area shall be considered the jurisdiction of the Authority.
- B. The Authority is hereby empowered to provide Fire Rescue Services to persons and property outside the Authority’s jurisdiction by agreement in exchange for payment or reciprocal services, as long as such additional services can be provided through the use of existing facilities, equipment, resources, and personnel of the Authority.

4.2. Personnel. The Board shall adopt the rules, regulations, and procedures necessary for the governance of the Authority’s personnel, which the Fire Chief shall implement and enforce through the establishment of such policies, procedures, rules, orders, and directives as the Fire Chief determines are necessary or appropriate.

4.3. Authority Fund. The Board shall establish such funds as it deems appropriate to account for all financial transactions of the Authority in accordance with generally accepted accounting principles.

ARTICLE V
BUDGET; MAINTENANCE AND OPERATION
COSTS; OTHER COSTS

5.1. Annual Budget.

- A. The Board shall adopt a preliminary budget for maintenance and operation costs, capital costs, and costs of other services in accordance with the budget

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schedules of the City and the District, which budget may be amended from time to time based on changes in revenue projections made by the City and the District. The Board shall submit the budget to the respective governing bodies of the Parties. The budget shall become the Authority budget only after approval of the appropriations by the respective governing bodies and final approval by the Board.

- B. The Parties' financial contributions for the funding of the Authority shall be determined by the Revenue Allocation Formula, hereafter referred to as the "RAF," as set forth in "Exhibit A," attached hereto and incorporated by this reference.
- C. The City will provide the Authority with an annual forecast of the City base sales and use tax and City property tax described in Exhibit A in April and August of each year. The City will calculate the budgeted City base sales and use tax and budget City property tax amounts as part of the annual budget appropriation. The City's financial contributions for the funding of the Authority will reflect the actual amounts collected by the City each month.
- D. In January of each year, the City will, based on the maximum and minimum bands described in the table set forth in Exhibit A, reconcile the actual amounts collected in the prior year and adjust the City's annual financial contribution to the Authority for that year.
- E. The Board shall present requests for supplemental appropriations to the respective governing bodies of the Parties. For the purposes of this Agreement, "supplemental appropriations" shall mean any appropriation made above and beyond the annual appropriation made during the budgetary process.
- F. The Board shall have the power to reappropriate funds within the balance of one or more funds for whatever purpose the Board deems appropriate or necessary without approval of the City or District. Such reappropriations shall be made only at meetings of the Board held after proper notice has been given, according to the bylaws of the Authority.

5.2. Records and Accounts. Through the City's Finance Department, the Authority shall provide for the keeping of accurate and correct books of account, showing in detail the capital costs, cost of services, maintenance and operating costs, and all financial transactions of the Authority which books of account shall correctly show any receipts and also any costs, expenses, or charges paid to or to be paid by each of the Parties. Said books and records shall be open to inspection at all times during normal business hours by any representative of either Party or by the accountant or other person authorized by either Party to inspect said books or records. The Board shall provide for the auditing of all books and accounts and other financial records of the Authority on an annual basis in accordance with the Local Government Budget Law of Colorado, utilizing the same certified public accountant as is used by the City in the auditing of its financial records. The results of said

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audit shall be submitted to the City and the District not later than thirty (30) days after receipt by the Board.

5.3. Payment of Costs. The City shall pay the Authority monthly, and the District shall pay the Authority quarterly, in advance, its allocated share of the total budgeted annual costs and expenses. The Board is authorized to approve other arrangements for payments by the City and the District, provided the financial security of the Authority is not impaired. In addition to supplemental appropriation requests, the Board is authorized to request amounts in excess of any regular payment for the costs and expenses of the Authority, provided the total annual allocation does not exceed the estimated share of costs and expenses for either Party to this Agreement. The Authority shall make available to each of the Parties a final detailed statement of the final costs and expenses for the fiscal year allocated in the same manner as estimated expenses were allocated, as soon as possible after the close of each fiscal year.

5.4. Sources of Funds. Each Party shall provide the funds required to be paid by it to the Authority under this Agreement from any source of funds legally available to such Party for such purpose. All financial obligations of the City and the District incurred pursuant to this Agreement are expressly contingent upon the actual appropriation of funds by each Party. Upon an event of non-appropriation by either Party, that Party may terminate this Agreement effective as of the last day of the year in which funds have been appropriated by such Party. If one Party has appropriated funds when the other has not, the Party that has appropriated funds may, in its sole discretion, terminate this Agreement effective as of the last day of the year in which funds have been appropriated by both Parties, or choose to continue this Agreement in effect, in which case the Authority shall adjust the level of service consistent with the revenues available from the appropriating Party. If both Parties fail to appropriate funds under this Agreement, unless otherwise agreed to by the Parties, this Agreement shall terminate effective as of the last day of the year in which funds have been appropriated by both Parties.

ARTICLE VI SERVICES

6.1. Provision of Professional, Administrative, and Support Services.

- A. The City shall provide to the Authority those professional, administrative, and support services described in Section I. of Exhibit B to this Agreement. The Authority shall provide to the City the support services described in Section II. of Exhibit B to this Agreement. The annual cost of the support services described in Exhibit B to this Agreement shall be adjusted annually for inflation using the Bureau of Labor Statistics' CPI Inflation Calculator for the Denver-Aurora-Lakewood Consumer Price Index for Urban Consumers, or any successor index. The net annual balance for each year will be determined at the time of the annual budget appropriation for the ensuing fiscal year, then divided into twelve equal monthly amounts and either added to, or deducted from, the ensuing fiscal year's RAF City Annual Contribution amount to be transferred to the Authority. The transfers will take place monthly.

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B. The City and the Authority shall each appoint an administrator, who must be knowledgeable about the terms of this Agreement and the services provided, and who must ensure compliance with the terms of Article VI and Exhibit B of this Agreement. The City's Chief Financial Officer will appoint a designee in writing to serve in the administrator role for the City. The Authority Board will appoint a designee to serve as the administrator for the Authority Board. The responsibilities of the administrators shall include, but not be limited to, the following:

1. Ensure adequate levels of the services described in Article VI and Exhibit B of this Agreement.
2. Provide clarity around standard operating procedures and systems requirements for the services described in this Agreement.
3. Ensure City-established standard operating procedures and system requirements are being followed.
4. Meet regularly to discuss alignment of the Authority's policies, operating systems, procedures, benefits, and tools with the City's.
5. Adjust annual charges in correspondence with the changing complexity of fulfilling the services described in Section VI and Exhibit B of this Agreement.
6. Use good faith efforts to resolve disputes relating to the services described in Article VI and Exhibit B of this Agreement. If the administrators cannot resolve the dispute, the City Manager and the Fire Chief shall meet within 30 days of the administrators' notifying them of the unresolved dispute to consider the matter and come to a mutually agreeable resolution.
7. Meet on a quarterly basis to discuss budget and actual costs for services described in Article VI and Exhibit B, as well as budget and actual revenues described in Exhibit A, of this Agreement.
8. Determine whether specific services within the categories of services established in Article VI and Exhibit B of this Agreement ("Established Category(ies)") should be modified or new services added to, or existing services removed from, an Established Category. The Parties hereby authorize the administrators to modify services within the Established Categories, or to add new services to or remove services from the Established Categories, with the approval of the City Manager and the Fire Chief, subject to appropriation of necessary funds. Such actions

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shall be in writing and signed by the Administrators, the City Manager, and the Fire Chief, and, upon such execution, shall constitute an amendment to this Agreement without the need for the Parties to formally approve the amendment. Each administrator must advise the other administrator by October 31 of each year about planned or potential changes to services for the upcoming year. Any such communication must identify the changes to the services and the affected Established Category(ies).

ARTICLE VII OWNERSHIP OF PROPERTY

7.1. Real and Personal Property. The Authority shall continue to hold all right, title, and interest in any and all real property and personal property transferred to the Authority by the City or the District or acquired by the Authority since January 1, 1982 for the purpose of providing Fire Rescue Services, unless such property is disposed of in compliance with the terms of this Agreement.

7.2. Asset Inventory Schedules. The Authority shall maintain separate asset inventory schedules for any and all property transferred from the City or the District which remains under the ownership of the Authority, as well as any and all property acquired by the Authority since January 1, 1982.

ARTICLE VIII TERMINATION

8.1. Disposition of Assets. Upon termination of this Agreement pursuant to paragraphs 1.1. or 5.4., above, the assets of the Authority shall be disposed of as follows:

- A. All assets acquired by the Authority from contributions from the Parties shall be returned to the contributing Party if said assets are still owned by the Authority.
- B. If assets contributed to the Authority are not in existence, the contributing Party shall have the option of receiving the fair market value of the asset at the time of disposal by the Authority in either cash (if available) or assets of the Authority acquired from funds provided by the Parties.
- C. All remaining assets acquired by the Authority after January 1, 1982, from funds provided by the Parties shall be distributed to the Parties on the basis of the appraised value of said assets at the time of termination and in the same proportion as the respective contributions of funds by the Parties for acquisition of the assets over the life of this Agreement.
- D. The Parties may agree to dispose of any assets of the Authority in any other acceptable manner.

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E. If the Parties cannot agree on the disposition of certain assets of the Authority, said assets shall be subject to an independent appraisal and shall be sold at public auction with the proceeds allocated to the Parties in the same proportion as the respective contributions of funds by the Parties for acquisition of the asset.

8.2 Pension Funds. For those active firefighters who are members of the Fire and Police Pension Association (“FPPA”) statewide retirement pension plan, each Party shall become the successor “sponsor” for those active firefighters that it hires and retired members for whom it assumes the plan responsibilities and financial liabilities. Except as permitted in an Affiliation Agreement reached between the City and the Authority in September of 2020, for any 401(a) or 457 retirement plan sponsored by the Authority, the Party that hires the greatest number of active employees who participate in the plan shall take such actions as are necessary to become the successor sponsor of the plan and the other Party shall take such actions as are necessary to become a Participating Employer under the plan.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.1. Notices. Any notice required or permitted hereunder shall be in writing and shall be given by United States mail, postage prepaid to:

CITY: City Manager
City of Fort Collins
P.O. Box 580
Fort Collins, Colorado 80522

DISTRICT: Chair of the Board
Poudre Valley Fire Protection District
102 Remington Street
Fort Collins, Colorado 80524

9.2. Consent. Whenever any provision of this Agreement requires consent or approval of the Parties, the same shall not be unreasonably withheld.

9.3. Amendments. Except as provided in Section 6.1(B)(5) and (7), this Agreement, including its exhibits, may only be amended in writing, by the Parties.

9.4. Severability. In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions of this Agreement shall remain in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of this Agreement.

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9.5. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties.

9.6. Assignment and Delegation. A Party shall neither assign any of the rights nor delegate any of the duties created by this Agreement without the written consent of the other Party.

9.7. Legal Services. On August 15, 2015, the City and the Authority entered into an intergovernmental agreement regarding the provision of legal services to the Authority by the City Attorney's Office ("Legal IGA"). The Parties agree that the terms of this Agreement supersede the Legal IGA and that the Legal IGA is no longer in effect on January 1, 2025. The Parties authorize the Fire Chief to engage the City Attorney for any of the purposes described in Exhibit B if the following conditions are met:

- A. While providing such services, the City Attorney and those members of the City Attorney's staff designated by the City Attorney to provide the legal services shall remain at all times City employees.
- B. The City Attorney determines that the City Attorney's Office has the capacity and resources to handle a particular matter.
- C. The City Attorney and the Fire Chief agree that the subject matter is not more appropriately handled by other legal counsel.
- D. The provision of such legal services is consistent with the Colorado Rules of Professional Conduct.
- E. Any informed written consent to the provision of such services may be provided by the Fire Chief.

9.8. No Third Party Beneficiaries. This Agreement is made for the exclusive benefit of the Parties and shall not be construed to be an agreement for the benefit of any third party or parties and no third party shall have a right of action hereunder for any cause whatsoever.

9.9. Execution. This Agreement may be executed in counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and together shall constitute one valid and binding instrument.

[Signature Page Immediately Follows]

Item 1.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the date hereinabove written.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

DocuSigned by:
By: Jeni Arndt
20F798A88621436...
Mayor

ATTEST:

DocuSigned by:
Debra Coldiron
834E243869B4C...
Name: Debra Coldiron Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Jenny Lopez Filkins
68E59587D7144C2...
Deputy City Attorney

POUDRE VALLEY FIRE PROTECTION DISTRICT

Signed by:
By: Martina Wilkinson
B12345678901234567890...
Chair

ATTEST:

Signed by:
Dave Pusey
8993BD89CA0498...
Secretary

APPROVED AS TO FORM:

Signed by:
Robert G Cole
4216720CFE19428...
Council for District

Exhibit A

Funding Formula and Revenue Allocation Formula (RAF)

The City of Fort Collins (“City”) and the Poudre Valley Fire Protection District (“District”) will each make annual contributions to the Poudre Fire Authority (“Authority”) according to the following contribution calculations:

A. City Annual Contribution to the Authority per RAF:

Subject to the adjustments described below, the City will annually contribute to the funding of the Authority the following amounts (the “City Annual Contribution”):

1. 13.235 percent of the City Base Sales and Use Tax (excluding sales and use tax revenue which has been legally pledged for use only on specific projects and debt obligations, or has otherwise been restricted or committed for a particular use as a matter of law or contract); and
2. A sum equal to 67.5 percent of the operating mill levy of the City Property Tax; and reduced by
3. The annual net cost of the Support Services provided by the City and the Authority, as identified in Exhibit B.

“City Base Sales and Use Tax” and “City Property Tax” refer to the actual amounts received by the City for these relevant accounts. The City Contribution to the Authority will reflect the actual amounts collected by the City each month.

The City will provide the Authority with annual forecasts of the City Base Sales and Use Tax and the City Property Tax amounts. These forecasts will be provided by the City in April and August. The City will then budget for anticipated City Base Sales and Use Tax and City Property Tax revenue amounts as part of the annual appropriation of the budget in November of each year.

B. Limitations on City’s Contribution Amounts:

Annually, the City will reconcile the actual amounts collected and adjust the City Annual Contribution based on the Upper Band (percentage above budget) and Lower Band (percentage below budget) for each of the following:

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	Upper Band (% above Budget)	Lower Band (% below Budget)
Sales Tax	3.0%	-2.0%
Use Tax	6.0%	-2.0%
Property Tax	2.0%	-2.0%

If any of the individual actual tax revenue amounts collected are within the band range, no adjustment is necessary. If a tax revenue amount is above the annual upper band or below the annual lower band, an adjustment will be made at year end to account for the excess or shortage to return the City Annual Contribution to within the band percentage amounts.

C. City Annual Contribution Calculation Examples:

The formula for determining the City Annual Contribution to the Authority will be calculated as the sum of:

1. The defined percentage of City Base Sales and Use Tax revenue

	Base Tax	Percentage	Contribution
Sales Tax	\$ 125,000,000	13.235%	\$ 16,543,750
Use Tax	\$ 16,500,000	13.235%	\$ 2,183,775
Total Sales and Use Tax	\$ 141,500,000	13.235%	\$ 18,727,525

2. PLUS, a defined percentage of City Property Tax revenue

	Base Tax	Percentage	Contribution
Property Tax	\$ 33,000,000	67.500%	\$ 22,275,000

3. LESS, the net cost of Support Services from Exhibit B (per annual appropriated City budget and Authority budget in November)

Less: Net Cost of Support Services - Exhibit B	\$ (450,000)
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4. The sum of which components equals the City Annual Contribution to the Authority.

City Calculated Annual Contribution	\$ 40,552,525
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D. Limits on Contribution Example:

Limits on Contribution:

	Budgeted Contribution	Actual Contribution	Upper Band	Lower Band	Actual Adjusted Contribution
Sales Tax	\$ 16,543,750	\$ 16,750,000	\$ 17,040,063	\$ 16,212,875	\$ 16,750,000
Use Tax	\$ 2,183,775	\$ 2,000,000	\$ 2,314,802	\$ 2,140,100	\$ 2,140,100
Property Tax	\$ 22,275,000	\$ 23,000,000	\$ 22,720,500	\$ 21,829,500	\$ 22,720,500
Support Services Costs	\$ (450,000)	\$ (450,000)	N/A	N/A	\$ (450,000)
Total Contribution	\$ 40,552,525	\$ 41,300,000			\$ 41,160,600

In the example above the total Actual Contribution exceeds the total Actual Adjusted Contribution as required by the limitation bands. Therefore, the following adjustment would be required at year end:

Year-end Contribution Adjustment Calculation	Actual Contribution	Actual Adjusted Contribution	Net Annual Adjustment
	\$ 41,300,000	\$ 41,160,600	\$ (139,400)

E. Capital Improvement Expansion Fees:

The City has adopted capital improvement expansion fees for general governmental services, including fire, to help defray the capital cost of ever-increasing demands to provide such necessary capital improvements related to the provision of fire services in the City. The City has established a separate account for the expansion fees, which shall be requested from the Fort Collins City Council via an ordinance, and then appropriated by the Authority Board of Directors for expenditure.

F. Annexations Adjustment:

In the event the City annexes properties included in the District, the City and District will work cooperatively to ensure that service levels will be maintained through adequate funding adjustments after the annexation has occurred. This will be achieved through adjustments to the RAF sales and use tax percentage and/or the RAF property tax percentage, to ensure no loss of revenue to the Authority. This adjustment will take place as of the end of the calendar year in which the annexation occurs and in conjunction with the timing of the annual reconciliation of contribution amounts described in Section B above.

G. URA/TIF/ Adjustments and Other Implications:

In the event of Urban Renewal Authority (URA) implementation of tax increment financing (TIF) that materially affects the City Annual Contribution to the Authority or cost of service to the Authority, the City and District will work cooperatively to ensure that service levels will be maintained through adequate funding adjustments.

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All parties are committed to renegotiating the RAF, or City Annual Contribution amount, in good faith in the event of other implications that affect the efficient implementation of the RAF, or management of the Authority, in a fiscally prudent manner.

H. **District Contribution.**

The District will annually contribute to the funding of the Authority the revenue from the following sources:

1. The District shall annually certify a mill levy (minimum 10.595 mills) pursuant to state law, and 100% of the mill levy revenue, less reasonable administrative expenses for the operation of the District, plus specific ownership tax, shall be contributed to the funding of the Authority for any authorized purpose.
2. The District has intergovernmental agreements with Larimer County and the Town of Timnath for the assessment, collection, and remittance of emergency services impact fees on new development that is located within:
 - a. both the unincorporated portion of the County and the District, or that in the future becomes located within the unincorporated portion of the County and the District; and
 - b. the incorporated portion of the Town of Timnath and the District, or that in the future becomes located within the incorporated portion of the Town and the District.
3. The District impact fees are established to defray the impacts directly related to development within the District. The District, via resolution, will transfer District impact fees to the Authority on an as needed or requested basis.

I. **Other Revenues**

The Authority will generate other revenues for support of specific programs and services through a variety of sources. The Authority is authorized to expend these funds with approval of the Authority Board of Directors in the same manner as City and District funds are allocated to Authority purposes.

These revenues will be the Authority's alone and not revenue of either the City or the District. These revenue sources may include such sources as:

1. Fee Revenue
 - a. Fire Prevention Bureau Fees.
 - b. Wildland Reimbursements or Fees.
 - c. Capital Expansion Fees imposed by the City and District and remitted to the Authority.
 - d. Fleet Maintenance Program Fees.
 - e. Opticom Maintenance Fees.

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2. Miscellaneous Income.
3. Grant Revenue.
4. Federal, State, or County reimbursement for disaster assistance or other purposes.

J. **General Provisions**

If District or City funding of the Authority changes significantly, all parties commit to renegotiating the IGA and the City and District contribution amounts in good faith.

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Exhibit B

Support Services Provided by the City to the Authority and by the Authority to the City

I. Support Services Provided by the City to the Authority

Department	Service	Description
Emergency Preparedness and Security	Coordinated emergency services	<ul style="list-style-type: none"> • Coordinate emergency services on an as-needed basis. • Consult and provide support for security services projects on a fee-for-service basis. (CHARGED SEPARATELY)
Human Resources	Retirement Plan Enrollment and Administration	<ul style="list-style-type: none"> • Administer all City-sponsored retirement plans in the same manner as provided to City employees including: <ul style="list-style-type: none"> ○ Process new enrollments, changes, and off-boarding. ○ Interpret plans, disseminate plan information, and answer questions related to City-sponsored retirement plans. • Administer ACA; process 1095's and 1094's. • Provide GERP administration for existing participants. • Coordinate with PFA on any existing non-City-sponsored retirement plans. PFA will interpret plans, disseminate plan information, and respond to questions that are specific to PFA plans, including FPPA. • Any other services identified in an Affiliation Agreement previously reached between the parties related to administration of retirement plans.
	Health and Welfare Benefit Enrollment, Administration, and Wellness Program	<ul style="list-style-type: none"> • Administer all City-sponsored health and welfare benefits in the same manner as provided to City employees, including: <ul style="list-style-type: none"> ○ Process new enrollments, open enrollment, changes, and off-boarding. ○ Interpret benefits, disseminate benefit information, and answer questions. • Health and Welfare Benefits will be charged at the same Per Employee Per Month rate as City employees. • Coordinate with PFA on the administration and processing of FPPA Death and Disability benefits. • Coordinate with PFA on the implementation of any non-City-sponsored benefits. • COBRA administration. • Provide access to City Wellness programs, such as the Wellness Fair, Health Screenings/Blood Draws, and flu shots, in the same manner as provided to City employees. • Personal enrichment classes and other Wellness programs are only available if PFA participates in the HR Talent Management System at the negotiated rate, and we would need to do a calculation of staffing capacity requirements and costs similar to the funding model for the Library, recognizing we do not presently have the capacity today.

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	Training (OPTIONAL)	<ul style="list-style-type: none"> • PFA may choose to opt into City training but to do so they must participate in the HR Talent Management System at the negotiated rate. This will make it possible for PFA to search and sign up for trainings. PFA employees may then participate in trainings and would pay a per participant fee. (CHARGED SEPARATELY)
	Job Posting	<ul style="list-style-type: none"> • Link from City employment website to Authority’s employment website positions.
	Records and Human Resources Information Systems	<ul style="list-style-type: none"> • PFA is responsible for ensuring accuracy of employee data required by the City using established formats, following the Payroll schedule, to administer their programs and services. Once the City enters the data, PFA is accountable for auditing for accuracy. • Process and maintain employee data in ERP system. • Maintain personnel files needed to process payroll and benefits. PFA will serve as the official record keeper for their employees. • Process unemployment claims. • Process data uploads using City-provided templates. • Maintain and enter pay grade tables and pay increase updates using City-provided templates. • Provide standard employee data to PFA from the ERP system as is accessible by other City departments. • Coordinate with PFA on implementation of any non-City-sponsored personnel needs, such as payroll types. • Provide the EEO report from JDE. PFA submits the filing with the EEOC.
Financial Services	Payroll Administration	<ul style="list-style-type: none"> • Provide payroll services in the same manner as provided to City employees, including: <ul style="list-style-type: none"> ○ Process new enrollments, open enrollments, and employee exits. ○ Process employee garnishments.
	Accounting	<ul style="list-style-type: none"> • Provide accounting services in the same manner as provided to the City, including: <ul style="list-style-type: none"> ○ Accounts payable. ○ Purchasing cards. ○ General accounting support. ○ Maintain financial records and asset inventory. • Provide master schedules, templates, workbooks and other tools in timely fashion to support completion of year-end financial reporting requirements. • Per Section 5.2 of the Agreement, annual financial audit by same auditor as contracted by the City. (CHARGED SEPARATELY)
	Banking, investments, and cash management	<ul style="list-style-type: none"> • Manage investments with the City’s investment pool. • Provide banking and cash management services.
	Safety & Risk Management	<ul style="list-style-type: none"> • DOT Pool Compliance management and compliance. • Provide office ergonomics reviews for Authority office employees. • Safety glasses program. • Coordinate property and liability insurance renewals by same provider as contracted by the City. (CHARGED SEPARATELY)

Item 1.

	Purchasing	<ul style="list-style-type: none"> • Provide accounting services in the same manner as provided to the City, including: <ul style="list-style-type: none"> ○ Purchasing advice. ○ Issuing purchase orders. ○ RFP/Bid creation and coordination. ○ Service Agreements/Contracts.
	City Give	<ul style="list-style-type: none"> • Provide general support for donation management in the same manner as provided to City departments and in accordance with established processes and procedures. • Provide support for specific capital campaigns by request, in the same manner and charged at the same rate as City departments. (CHARGED SEPARATELY)
	Grant Administration	<ul style="list-style-type: none"> • Provide grant administration support services in accordance with established processes and procedures.
Operations Services	Fleet	<ul style="list-style-type: none"> • Access to Fleet service in the same manner and charged at the same rate as City departments, including: <ul style="list-style-type: none"> ○ Vehicle fueling. ○ Pool vehicle rentals. ○ Vehicle repair. (CHARGED SEPARATELY)
	Facilities	<ul style="list-style-type: none"> • Access to Facilities service in the same manner and charged at the same rate as City departments, including: <ul style="list-style-type: none"> ○ Facility repairs. ○ Preventive maintenance on HVACs, A/Cs, furnaces. ○ Project management for larger projects ○ Real estate services. (CHARGED SEPARATELY) • Service contacts (advice on who to call). • Environmental monitoring.
Polices Services	Dispatch	<ul style="list-style-type: none"> • Provide dispatch services to fire, rescue, and emergency medical services. • Maintain dispatch equipment and capital assets and administer partnerships, such as CRISP and LETA (CHARGED SEPARATELY) • Dispatch staffing levels shall be supplemented by the Authority by agreement between PFA and City administrators. (CHARGED SEPARATELY)
Information Technology	Network Administration	<ul style="list-style-type: none"> • Work in close coordination with Authority IT in configuring, maintaining and managing the Authority's data network including network switches, routers, VPN access and wiring. • Provide internet access. • Partner with the Authority in FCPS Computer Aided Dispatch (CAD) systems
	GIS	<ul style="list-style-type: none"> • Access to City GIS programs, data and licenses.
	Voice/Phone system	<ul style="list-style-type: none"> • Land-line phone system network and maintenance.
	Server/Storage Administration	<ul style="list-style-type: none"> • Occasional server support.

Item 1.

	Application Support	<ul style="list-style-type: none"> Provide application support in the same manner as provided to the City.
	CyberSecurity	<ul style="list-style-type: none"> Provide CyberSecurity software. (CHARGED SEPARATELY)
Comm Dev & Neighborhood Services	Capital Expansion Fees	<ul style="list-style-type: none"> Collect and maintain accounts for Capital Expansion Fees collected from developers by the City on behalf of Authority.
Community Services	Landscape Maintenance	<ul style="list-style-type: none"> Irrigation and Landscaping at Spring Park Fire Station 3, City Park Station 2, Remington St. PFA Headquarters. Irrigation and Landscaping at Timberline Station 6 location according to the intergovernmental agreement between the Authority and the City Cemetery Division. Tree pruning, treatment, and replacement at Authority locations within City limits.
City Clerk	Agenda Management	<ul style="list-style-type: none"> Agenda Management Software. (CHARGED SEPARATELY)
City Attorney's Office	Legal Services	<ul style="list-style-type: none"> Legal support to City departments providing administrative services described in this Exhibit B Updates or changes to Fort Collins Municipal Code or related policies or agreements tied to fire or emergency services provided by the Authority Municipal court or Fort Collins Municipal Code enforcement Advising Authority staff on development review issues that arise in the City's development review process Any purpose mutually agreed to by the Fire Chief and the City Attorney, subject to the conditions described in Section 9.7 of the Agreement

II. Support Services Provided by the Authority to the City

Department	Service	Description
Emergency Management	Battalion Chief	<ul style="list-style-type: none"> Emergency Management services provided by the Battalion Chief for the PFA Service Territory, including but not limited to: Special events. Community Wildfire Protection Plans. Incident command (systems, planning, meetings, staffing of command post, and grant writing), liaison and comprehensive collaboration with Community partners, and state and federal agencies.
Finance	Annual Comprehensive Financial Report (ACFR) audit support	<ul style="list-style-type: none"> Ownership, timely completion, and coordination with City staff on all PFA audit support required documentation. Utilization of all City-provided and/or pre-authorized worksheets, templates, and tools for both routine and year-end financial reporting. Continual engagement and coordination with City staff throughout the fiscal year and regarding all audit timelines, PFA worksheets, and other required documentation.
Risk Management	Risk Management	<ul style="list-style-type: none"> Insurance and Risk management support activities, including:

Item 1.

		<ul style="list-style-type: none"> ○ Coordinating with City Purchasing on workers' compensation provider selection. ○ Point of contact for citizen claims. ○ Coordination of insurance renewals. ○ Workers' compensation claims & driver's license checks and monitoring with safety agency.
Information Technology	IT Analytical support	<ul style="list-style-type: none"> ● Portion of dedicated PFA position devoted to supporting the increased complexity of PFA specific application needs.
Human Resources	Administrative support	<ul style="list-style-type: none"> ● Human Resources employment verifications and FPPA pension files and fund transfers.
Miscellaneous	Storage	<ul style="list-style-type: none"> ● Enclosed vehicle storage costs for City vehicles at PFA facilities.

City/District Comparative Statistics

		Call Ratio	Assessed Value Ratio	Contribution Ratio
2014	CITY	84.11	82.04	82.26
	DIST	15.89	17.96	17.73
2015	CITY	84.53	82.13	82.89 ¹
	DIST	15.47	17.87	17.11
2016	CITY	84.61	80.90	74.24
	DIST	15.39	19.10	25.76 ²
2017	CITY	85.88	82.12	83.27
	DIST	14.12	17.88	16.73
2018	CITY	85.70	80.30	80.68
	DIST	14.30	19.70	19.32
2019	CITY	85.95	80.20	81.35
	DIST	14.00	19.80	18.68
2020	CITY	84.31	80.68	79.55
	DIST	15.69	19.32	20.45
2021	CITY	85.11	80.40	79.50
	DIST	14.89	19.60	20.50
2022	CITY	84.99	80.60	79.40
	DIST	15.01	19.40	20.60
2023	CITY	85.60	80.29	80.26
	DIST	14.40	19.71	19.74
2024	CITY	83.28	78.60	75.70
	DIST	15.84	21.40	24.30
2025	CITY	83.57	79.03	76.15
	DIST	16.43	20.97	23.85 ³
2026 Projected	CITY		79.09	72.41
	DIST		20.91	27.59

¹ 2015 included first year of updated City Revenue Allocation Formula contribution

² 2016 included District capital contribution for Station 8 and Timnath Tax Increment Financing funds for Station 8 staffing and construction

³ 2025 Projected District contribution includes a one-time \$1M pass-through (without one-time contribution ratio is 79.83% City and 20.17% District)

Item 1.



2025 Annual Report Presentation

Fire Chief Derek Bergsten



Item 1.

PFA PERSONNEL

249 | FULL-TIME POSITIONS

6 | VOLUNTEER MAIL CARRIERS

42 | FULL-TIME CIVILIAN

4 | SEASONAL

207 | FULL-TIME UNIFORM

3 | VOLUNTEER HONOR GUARD (RETIRED)

27 | VOLUNTEER FIREFIGHTERS



Scan Me

FACES OF PFA

Read about the people that make up PFA from an article remembering Ret. Fire Chief John Mulligan to in depth interviews with current members.

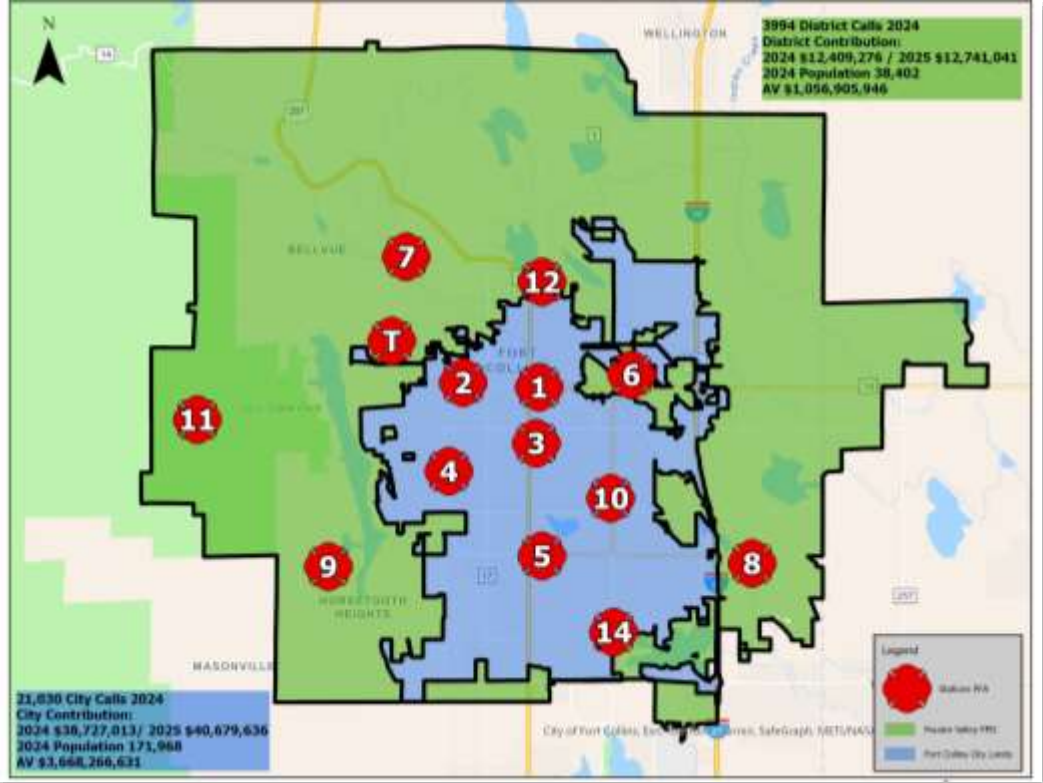


WHERE WE SERVE

Service Area



Service Area w/ District & City Boundaries



MAJOR INCIDENTS & DEPLOYMENTS

MARCH 7 | Car crashed into a house and started a fire which destroyed home

APRIL 22 | Second alarm burns 17 acres northwest of Fort Collins

AUG. 23 | Fort Collins Rescue Mission fire displaced 82 residents

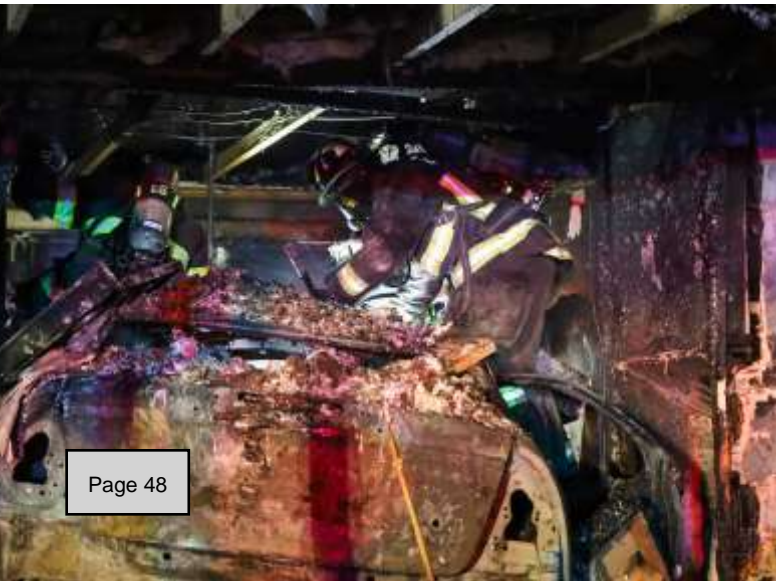
DEC. 11 | Second alarm fire in apartment complex in 1200 block of Prospect

DEPLOYMENTS

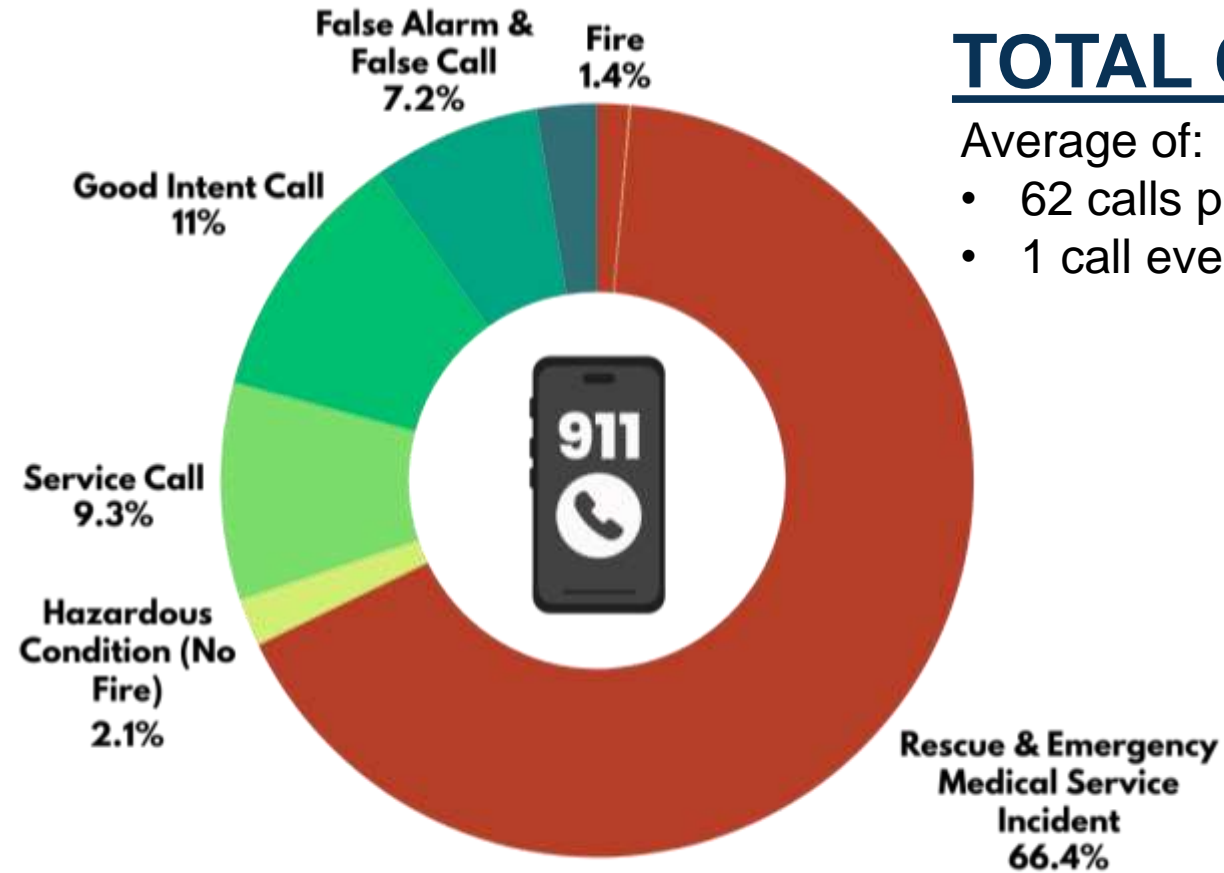
4 | WILDLAND DEPLOYMENTS

2 | URBAN SEARCH & RESCUE (USAR) DEPLOYMENTS

- Water rescues - Memphis, TN
- Locate people lost in flooding including Camp Mystic - Kerr County, TX



911 RESPONSES



TOTAL CALLS: 22,623

Average of:

- 62 calls per day
- 1 call every 23 minutes



ACCREDITATIONS & AWARDS



- Agency-wide accreditation
- 63 designations through the Center for Public Safety Excellence (CPSE) earned since 2023
- 18 designations earned in 2025
- Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA) – 26 consecutive years



Chief Fire Officer



Chief EMS Officer



Fire Officer



Fire Marshal



Public Information Officer



Chief Training Officer

THE HEART OF A SAFE COMMUNITY

HeartSafe Community Work

- Alignment of resources

- Goals

Partnerships

- Poudre School District
- Youth Advisory Board

Update to CPR, AED, & Stop-the-Bleed Course Access

- Firefighter involvement
- Offered at stations across jurisdiction

600

HIGHSCHOOL STUDENTS TRAINED IN CPR, AED, & STOP-THE-BLEED

274

AEDS REGISTERED IN PFA'S JURISDICTION FOR A TOTAL OF 705

200

PSD SCHOOL ADMINISTRATORS & CRISIS PERSONNEL TRAINED ON STOP-THE-BLEED

4

AEDS INSTALLED IN PUBLIC LOCATIONS AND AVAILABLE 24/7



Item 1.



PROTECTING THE COMMUNITY

CHP Work

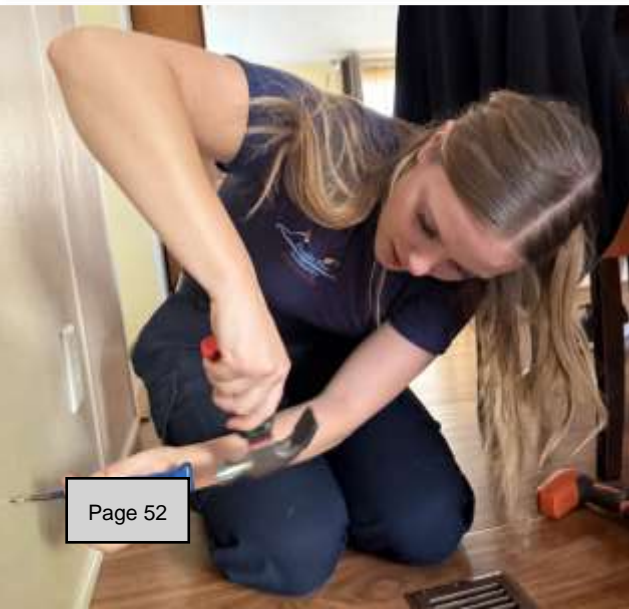
- 200 individual client cases resolved
- 30 current client cases open at the end of 2025

Smoke and Carbon Monoxide Alarms

- Partnerships with the American Red Cross, Fort Collins 911, UCHealth, & Colorado State University for events
- 431 alarms installed or made functional by crews and at events

Vaccination Clinics

- Partnership with Walgreens
- 179 vaccinations administered



A LOOK AHEAD

Fire Academy

- 12 recruits (over 900 applicants)
- Starting April 27

Drone as a City Resource

- First program in the nation to include fire, police, and utilities
- Nearly 900 flights from Feb. through March

Capital Projects

- Headquarters
- Station 5 planning





SAVE THE DATES

- Timnath Touch a Truck: May 16
- EMS Survivors Event: May 20
- Timnath Ice Cream Social: June 5
- Safety Stand Down Week: June 14 through 20
- Summer Bike to Work Day: June 24
- Blood Drive at PFA Headquarters: July 1
- Fort Collins and Timnath Celebrations: July 4
- 9/11 Memorial Stair Climb: Sept. 11
- Fire Prevention Week: Oct. 4 through Oct. 10 (events all month)



REVENUE BY SOURCE

	2025 Revised	% Change	2026 Approved	% Change
City of Fort Collins				
Property Tax	\$ 22,571,998	4%	\$ 23,023,438	2%
Sales & Use Tax	18,823,414	9%	18,677,799	-1%
(Less) FTE Dispatch Position and Associated Supplies *	(279,889)	21%	(319,134)	14%
(Less) Net Shared Services (IGA Exhibit B)	(435,888)		(446,014)	2%
(Less) Homelessness Coordinator \$	-	-100%	-	
Total City Contribution	\$ 40,679,635	5%	\$ 40,936,089	0.63%
District				
Property Tax & Specific Ownership Tax (contribution includes Tax Incremental Financing (TIF) from Town of Timnath)	\$ 12,741,041	3%	\$ 15,601,555	22%
Total District Contribution	\$ 12,741,041	3%	\$ 15,601,555	22%
Charges for Services				
Planning & Development, Fire Inspection, and Misc Bureau Fees	\$ 1,142,682	-39%	\$ 1,547,800	35%
Fleet Services	220,000	-11%	220,000	0%
Support Division Charges for Services	137,000	9%	111,200	-19%
Grant revenues				
Property leases			143,539	
Other miscellaneous revenues			168,471	
(revised is budgeted \$)				
	\$ 1,499,682	-51%	\$ 2,191,010	46%
Interest Income	\$ 204,000	-88%	\$ 400,000	96%

← City contribution increase ratio

← District contribution increase ratio

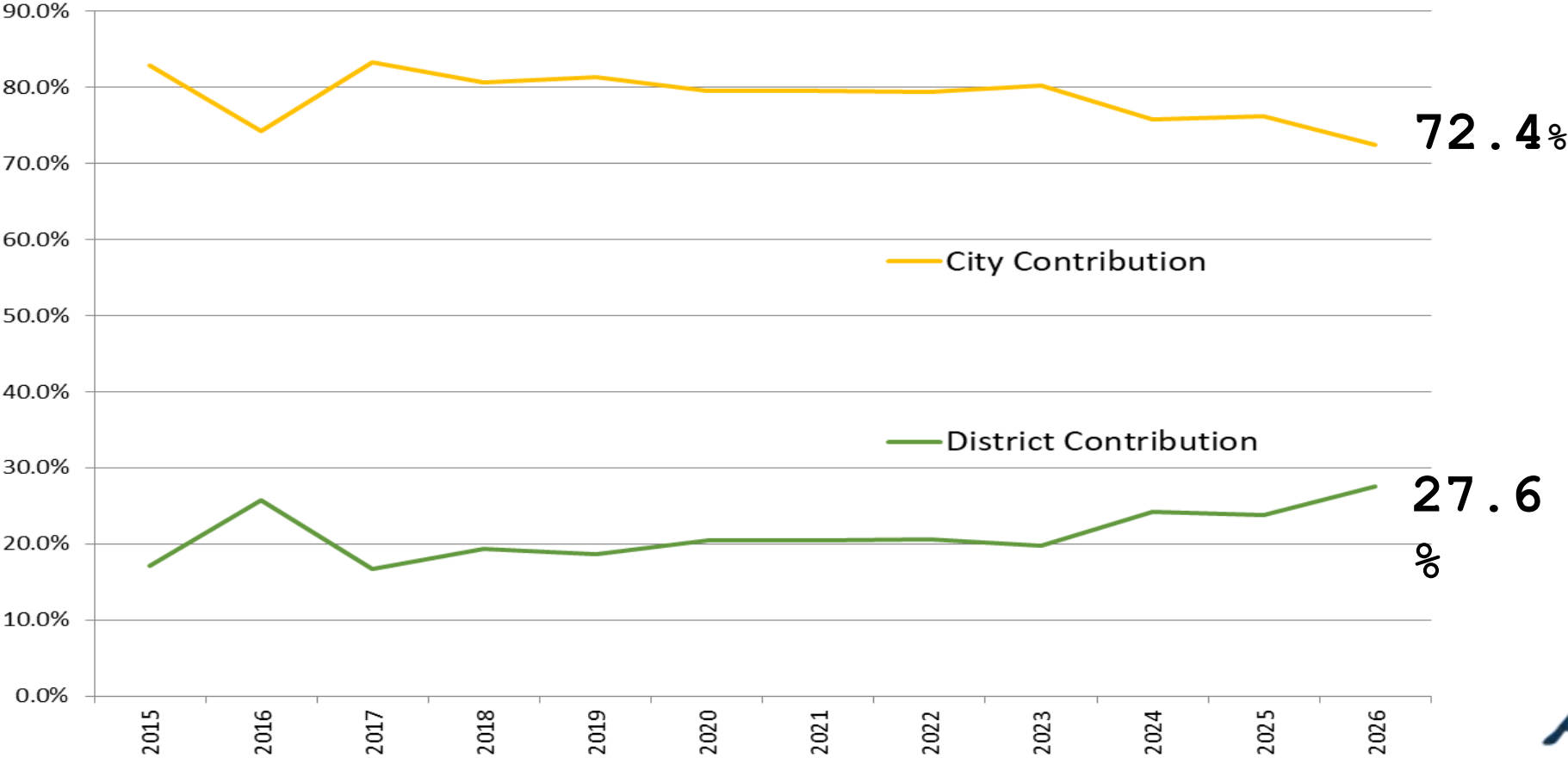
* Was 2 dispatchers prior to 2025, and became 3 dispatchers in 2025.

Homelessness Coordinator contributions discontinued with IGA update in 2025 to support the Community Health Program instead.



HISTORICAL CONTRIBUTION COMPARISON

Comparison of City and District Contributions
2015 - Projected 2026



CURRENT FACILITY NEEDS

- Station 5 (50 years old) **critical condition** needs to be replaced \$15M
- Station 2 (64 years old) **poor condition** needs to be replaced \$11M
- Station 3 (63 years old) **poor condition** needs to be replaced \$11M

STATION 2: 415 S. Bryan St.



STATION 3: 2000 Mathews St.



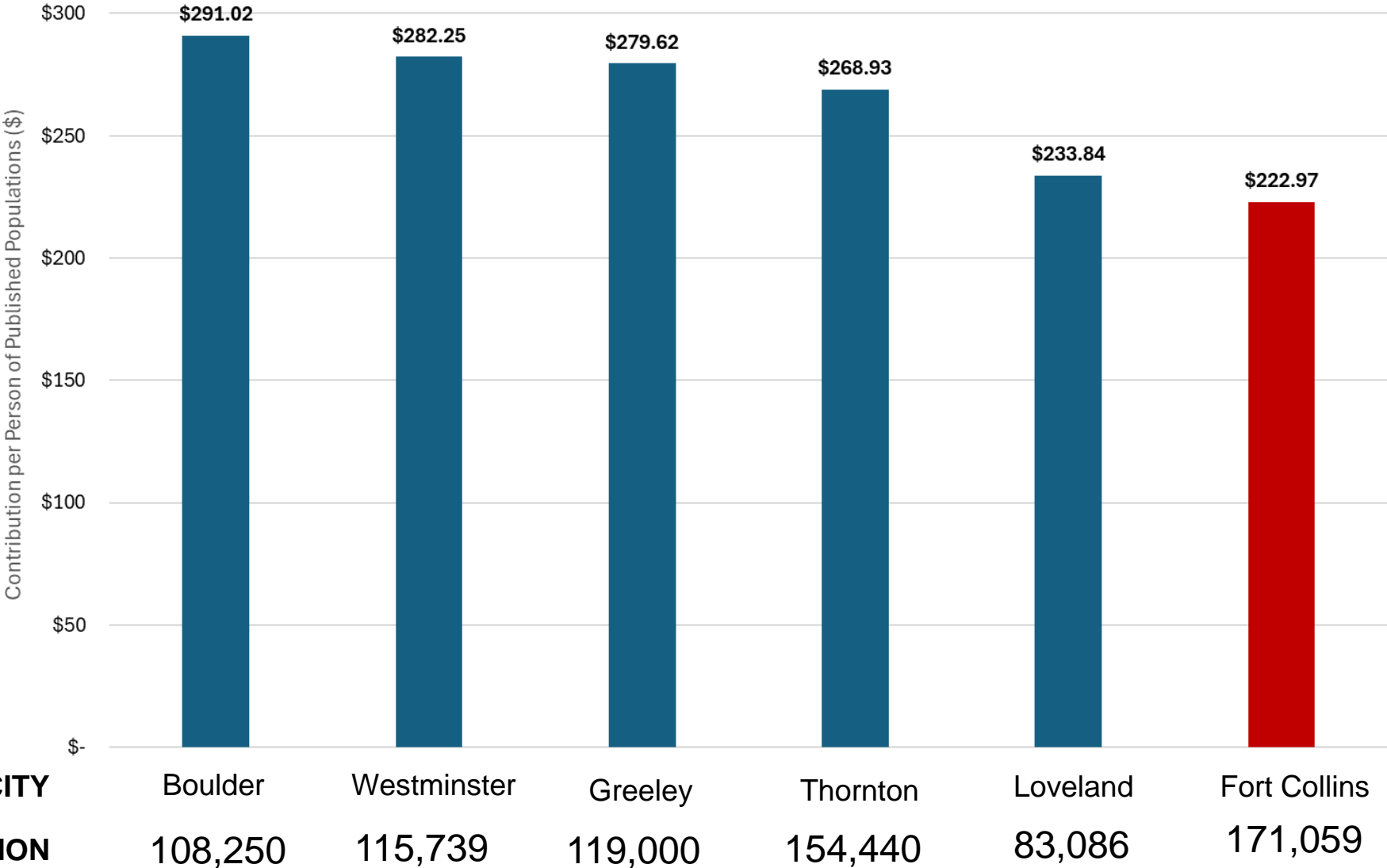
STATION 5: 4615 Hogan Dr.



INCREASE IN ONGOING EXPENSES

CATEGORY	2026	2027	% Change	NOTES
FC911 Dispatchers	\$ 319,134	\$ 425,512	33%	FC911 has 7 fire dispatchers. PFA currently funds 3 positions since 2025, and showing a 4th supported position in 2027.
Drone City Responder (DCR)	21,875	66,333	203%	Figures based on drafted MOU. Potential reduction in 2028.
Property & Liability Insurance	534,131	658,477	23%	Based on the average percentage increase for 2024-2026.
Worker's Comp	700,914	771,005	10%	The deductible was increased in 2026 to reduce the premium.
RAF Shared Services	446,014	459,394	3%	Increases using CPI HALF1 inflationary rate for City alignment.
Fire Engine	1,642,991	1,817,290	11%	Demonstrating a 12.64% year-on-year increase for the same engine specifications based on inflation and legislative mandates for environmentally-based changes (e.g. motors in 2025).
Firefighter PPE	3,963	4,280	8%	Replacements ordered annually for sets soon to expire.

FIRE SERVICE VALUE COMPARISONS





CONCLUSION

Sustainable funding sources ensure preservation of future service levels

Questions for Council

- Consideration of a voter-approved sales tax measure in support of long-term service and funding needs
- Council feedback on service priorities and available funding options

File Attachments for Item:

2. Community Report: District Attorney Gordon McLaughlin

The purpose of this item is for the District Attorney to provide a yearly update from his office.

April 14, 2026

WORK SESSION AGENDA ITEM SUMMARY

City Council



PRESENTER

Gordon McLaughlin, Larimer County District Attorney

SUBJECT FOR DISCUSSION

Community Report: District Attorney Gordon McLaughlin

EXECUTIVE SUMMARY

The purpose of this item is for the District Attorney to provide a yearly update from his office.

ATTACHMENTS

1. District Attorney Annual Report Presentation



8th Judicial District Attorney's Office

Office of the District Attorney

Gordon P. McLaughlin, District Attorney
8th Judicial District

Serving Larimer and Jackson Counties

Fort Collins City Council

Who Are We?

The 8th Judicial District Attorney's Office serves Larimer and Jackson counties, representing more than 360,000 residents in Northern Colorado.

Elected District Attorney, Gordon P. McLaughlin leads a team of more than 100 dedicated public servants working tirelessly to protect the community while improving the criminal justice system.

Mission

The District Attorney's office serves to seek justice and ensure the safety of our community in an equitable manner. Every day we work to thoughtfully prosecute crime, protect victims of crime, address systemic bias, rectify injustice, and provide transparency about our work. We are zealous advocates for the truth and fair practitioners of justice.

Vision

To protect and serve Larimer and Jackson counties, while creating a stronger community where the application of criminal justice is more equitable and no longer at odds with social justice.

What is the 8th Judicial District?

Larimer County

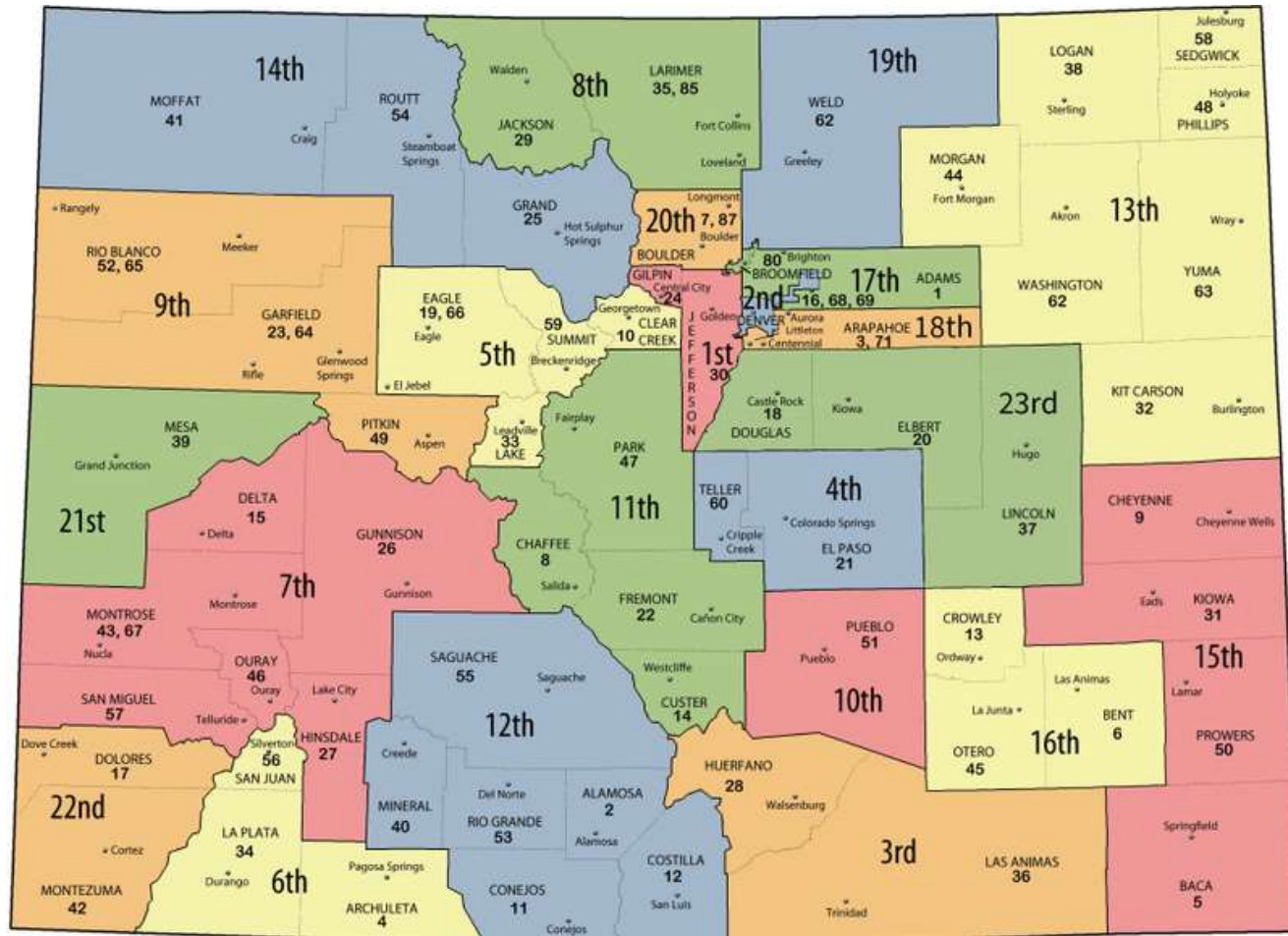
- 370,000 residents
- 2,634 square miles

Jackson County

- 1,400 residents
- 1,621 square miles

How are we funded?

- Larimer and Jackson Boards of County Commissioners
- Grant funding (local, state, federal)



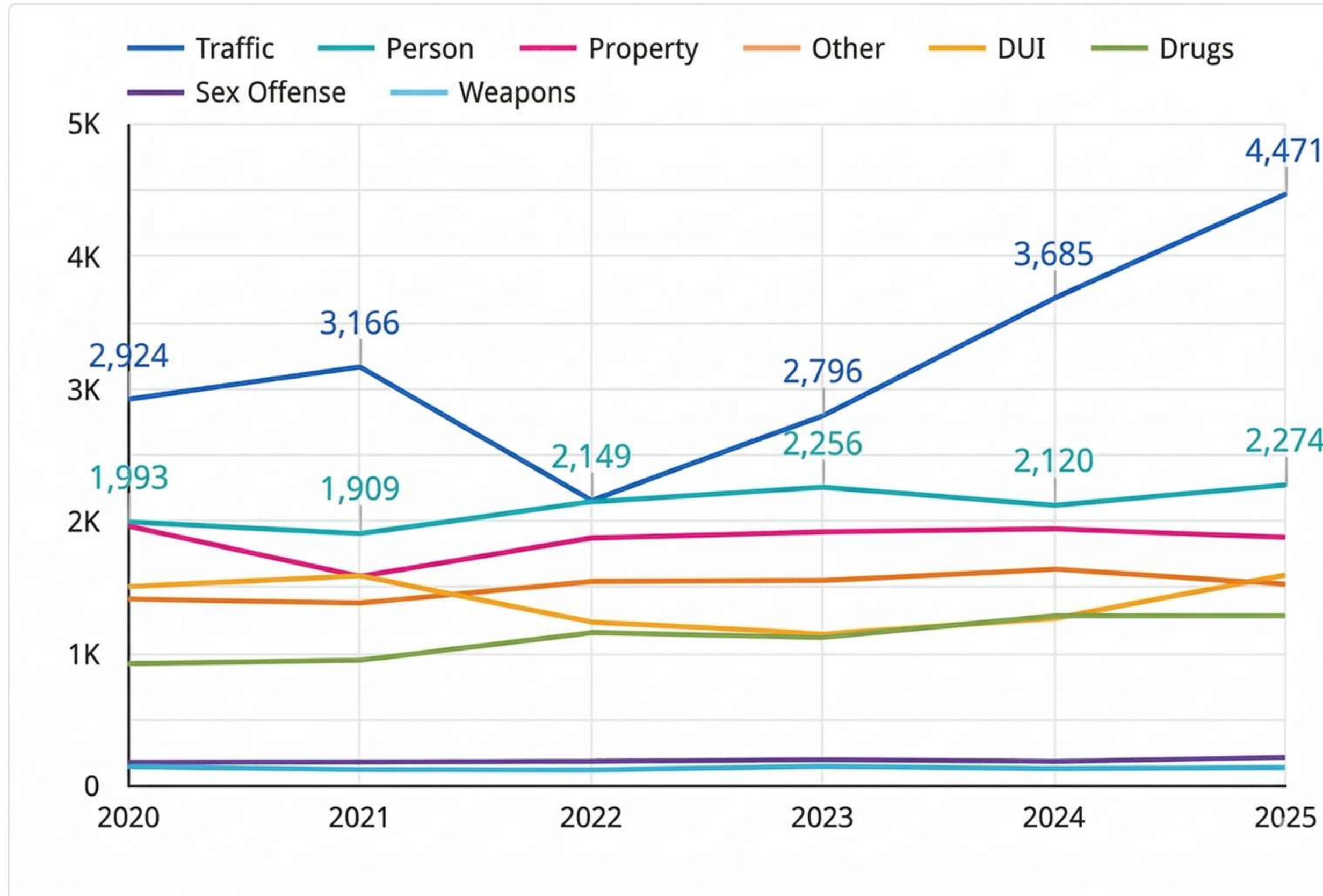
DID YOU KNOW?

The 8th Judicial District covers more square miles than the states of Rhode Island and Delaware combined!



To protect and serve Larimer and Jackson counties, while creating a stronger community where the application of criminal justice is more equitable and no longer at odds with social justice.

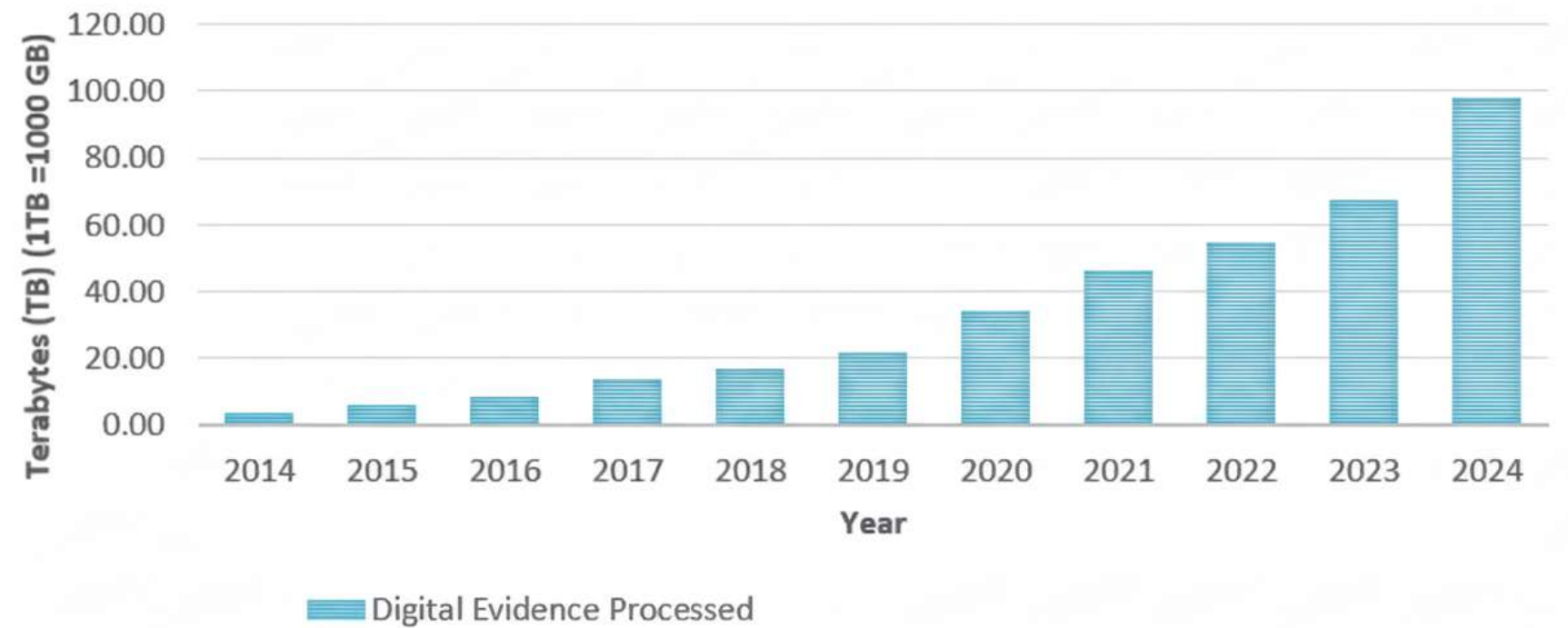
How Many Cases Does the DA's Office Handle?



Office Workload

- Paid out over \$700K in Crime Victim Compensation in 2024, a 29% increase from the year prior
- Served over 5500 victims in 2025
- Juvenile Diversion had a 90% success rate in 2024
- Adult Diversion had a 98% success rate last year

COMPARISON DATA OF DIGITAL EVIDENCE PROCESSED BY DA INVESTIGATIONS TECHNICIANS



- More than 1.2 million pages of documents processed

In 2024, our team processed **98 Terabytes** of digital evidence.



A 45% INCREASE OF FROM 2023



To protect and serve Larimer and Jackson counties, while creating a stronger community where the application of criminal justice is more equitable and no longer at odds with social justice.

Life of a Case

SUMMONS

An order to appear before a judge or magistrate.

OR

ARREST

The action of taking someone into custody.

BOND HEARING

A hearing where a judge sets the accused's bond

CASE FILING

The opening filing in a felony case.

FIRST APPEARANCE

The initial court appearance for a defendant in a criminal case.

MOTIONS HEARING

A hearing to resolve legal issues.

ARRAIGNMENT

A plea of guilty or not guilty is entered.

DISPOSITION

A hearing on the status of a case where a resolution can occur.

PRELIMINARY HEARING

A hearing to determine if sufficient evidence exists for a case to continue.

APPEARANCE OF COUNSEL

A hearing where a defendant's attorney will enter the case.

TRIAL

The presentation of the evidence to a judge or jury in order to make a determination of guilty or not guilty.

SENTENCING

The judge's decision as to the penalties a defendant will face.

APPEAL

Petition to a higher court to reverse decisions made in the trial court.

REVOCAATION

A hearing to determine if a defendant is abiding by the terms of their sentence.

RESENTENCING

To impose a new or revised sentence.

The criminal justice process can be lengthy and sometimes difficult to understand. This diagram walks through the many steps of a case and our office's role in them.

Current Programs and Projects

Domestic Violence Unit

In July 2024, the 8th Judicial District Attorney's Office Domestic Violence Unit launched.

- Includes 1 prosecutor, 1 victim advocate & 1 investigator
- Screens for highest risk cases to provide extra expertise

Legislative Updates

For the 2025 Legislative Session, the following criminal justice bills **were passed** into law:

- **SB 281** - Careless Driving Penalties
- **SB 304** - CBI SANE Kits
- **SB 106** – Theft of Firearms

Upcoming **2026** Legislation Discussion and Approval:

- Penalties surrounding vehicular traffic fatalities
- Improving the competency system

Passed SB11: Social Media Accountability, signed March 2026



To protect and serve Larimer and Jackson counties, while creating a stronger community where the application of criminal justice is more equitable and no longer at odds with social justice.

Current Programs and Projects

Veterans Court

- Launched in Spring 2025
- Offers jail diversion for military veterans
- Currently 16 participants

Participants receive community based support while taking accountability.

Bias and Hate Crime Motivated Hotline

Earlier this year, we launched a hotline as an additional reporting tool for Bias and Hate Crime Hotlines.

Works with law enforcement to try and reduce potential barriers for underserved populations.

970-498-7150



To protect and serve Larimer and Jackson counties, while creating a stronger community where the application of criminal justice is more equitable and no longer at odds with social justice.

Fort Collins Cases of Note

2025CR5105

Max Bondrescu

The defendant is alleged to have kidnapped a girl in Missouri and kept her in his closet.

Charged with:

- 2nd Degree Kidnapping (F2)
- Human Trafficking (F2)
- Sex Assault on a Child (F3)
- Plus additional charges
- Case was in Comptency Docket and now ruled competent to proceed
- Mr. Bondrescu has his next court apperance on April 16th.

For any case that remains open, charges are merely an accusation by law enforcement, and the suspect must be presumed innocent until proven guilty in court.

2025CR198

Ethan Campbell

The defendant is alleged to have attacked broke into and beaten a woman in her Fort Collins apartment. He was a juvenile at the time.

Charged with:

- Attempted First Degree Murder (F2)
- 1st Degree Assault- Serious Bodily Injury w/ Deadly Weapon (F3)
- 1st Degree Burglarly
- Plus additional charges
- We filed Mr. Campbell's case in adult court due to the serverity of the crime.
- Successfully litigated a reverse transfer hearing - the Judge ruled he would be tried as an adult.
- His next court apperance is April 14th.



To protect and serve Larimer and Jackson counties, while creating a stronger community where the application of criminal justice is more equitable and no longer at odds with social justice.

Fort Collins Cases of Note

2026CR152 Andrew Cirone

The defendant, a former Fort Collins Police Officer, is charged with soliciting sexual photos from a minor during the course of an investigation.

Charged with:

- Sexual Contact while on Duty (F4)
- Attempt to Possess Sexual Exploitation of a Child (F6)
- Official Misconduct (M1)
- Invasion of Privacy for Sexual Gratification (M1)
- Case charged beginning of February and Mr. Cirone's next court appearance is set for April 16th.

For any case that remains open, charges are merely an accusation by law enforcement, and the suspect must be presumed innocent until proven guilty in court.

2025CR588 Bryan Gallegos

The defendant is charged with the murder of two individuals at the Foothills Mall in April 2025.

Charged with:

- 2 Counts 1st Degree Murder (F1)
- 2 Counts Attempted 1st Degree Murder (F2)
- Plus additional charges
- We filed Mr. Gallegos' case in adult court due to the severity of the charges
- A Reverse Transfer Hearing, for a judge to determine where the case remains in adult court, will occur June 16th.



To protect and serve Larimer and Jackson counties, while creating a stronger community where the application of criminal justice is more equitable and no longer at odds with social justice.

Fort Collins Cases of Note

2024CR1313 Tylen Grays

The defendant is with a shooting outside Tony's Bar that killed one victim and injured another.

Charged with:

- 1st Degree Murder (F1)
- 3 counts of Attempted 1st Degree Murder (F2)
- Plus additional charges

Mr. Grays jury trial is set for May 11th.

2025CR1942 Brody Jason-Michael Hill Jr.

The defendant is charged with driving up from the metro area and shooting a man at an apartment complex in December of 2025.

Charged with:

- 1st Degree Murder (F1)
- Possession of an Unserialized Gun (M1)
- Large Capacity Magazine- Prohibited (M1)

Mr. Hill's preliminary hearing is set for May 4th.

For any case that remains open, charges are merely an accusation by law enforcement, and the suspect must be presumed innocent until proven guilty in court.



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Fort Collins Cases of Note

2024CR397 Adrian Pacheco

The defendant is alleged to shot and killed a man in North Fort Collins in March 2024.

Charged with:

- 1st Degree Murder (F1)
- Plus additional charges

A decision affecting Mr. Pacheco's case is currently pending in front of the Colorado Supreme Court, the case remains paused until that decision is made.

2025CR1271 Cassandra Poncelow

The defendant, a former Poudre School District counselor who is alleged to have sexually assaulted a student multiple times.

Charged with:

- Sexual Assault on a Child Position of Trust (F3)
- Attempt to Induce Sexual Exploitation of a Child (F4)
- Sexual Assault on a Client by a Psychotherapist-Aggravated (F4)
- Sexual Assault-Overcome Victim's Will (F4)
- Violent Crime- Sex Offense Sentence Enhancer.

Ms. Poncelow's preliminary hearing is set for May 22nd.

For any case that remains open, charges are merely an accusation by law enforcement, and the suspect must be presumed innocent until proven guilty in court.



To protect and serve Larimer and Jackson counties, while creating a stronger community where the application of criminal justice is more equitable and no longer at odds with social justice.

Fort Collins Cases of Note

The homicide that occurred March 2026 near the Drake King Soopers has **three** co-defendants.

2026CR337 Zackary Worrell

Charged with:

- 1st Degree Murder (F1)
- Plus additional charges

Charged in March of 2026, Mr. Worrell's next hearing is set for June 1st.

2026CR344 Anthony Mack

Charged with:

- 2nd Degree Murder (F2)
- Aggravated Robbery (F3)
- Aggravated Robbery- Weapon (F4)
- Accessory to a Crime (F4)
- Destroying Physical Evidence (F6)
- Criminal Mischief-\$300-\$1000 (M2)

Mr. Mack's next hearing is set for May 28th.

2026CR331 Brittany King

Charged with:

- 2nd Degree Murder (F2)
- Aggravated Robbery (F3)
- Aggravated Robbery- Weapon (F4)
- Accessory to a Crime (F4)
- Destroying Physical Evidence (F6)
- Criminal Mischief-\$300-\$1000 (M2)

Ms. King's next hearing is set for May 28th.

For any case that remains open, charges are merely an accusation by law enforcement, and the suspect must be presumed innocent until proven guilty in court.

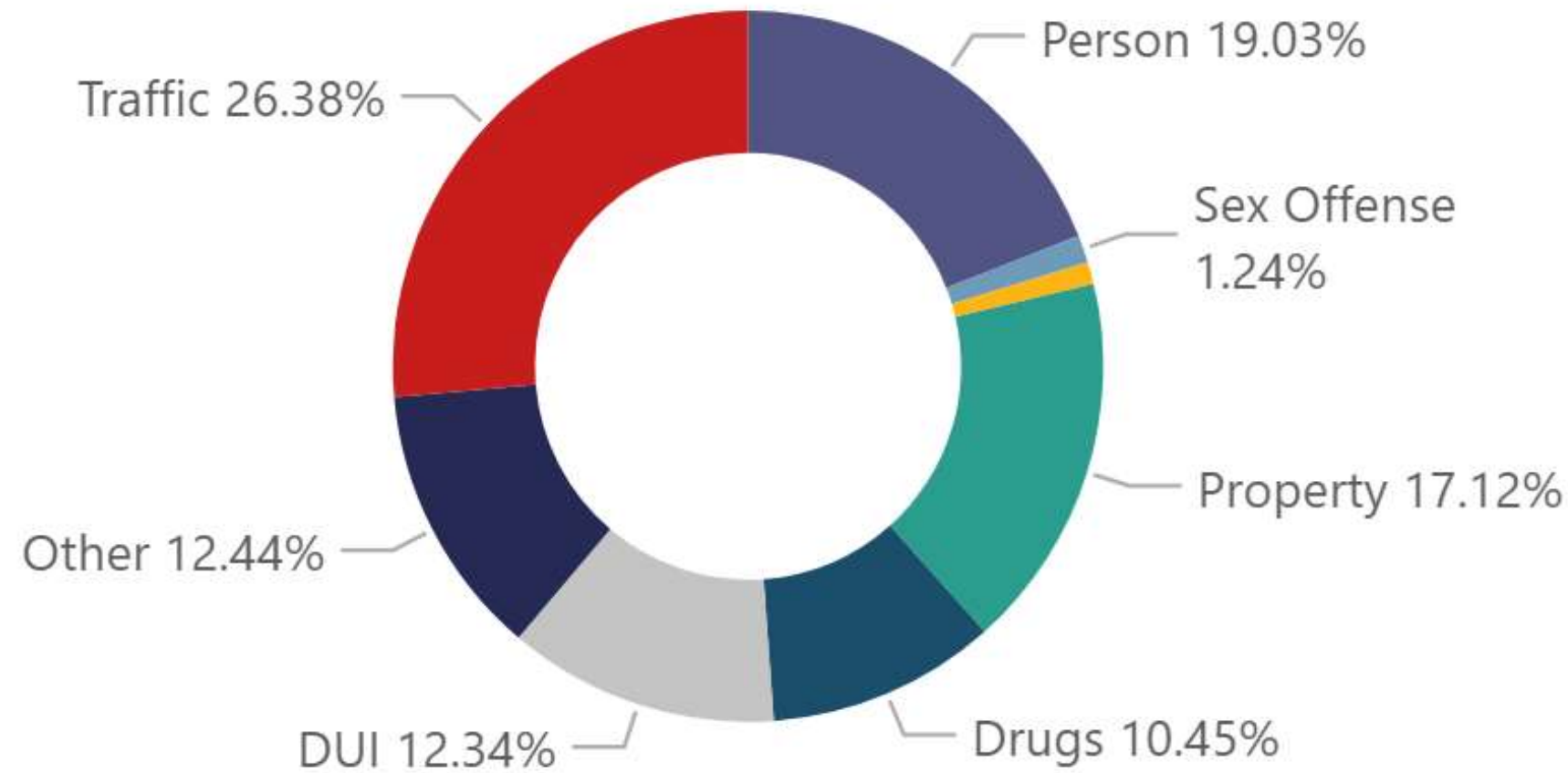


To protect and serve Larimer and Jackson counties, while creating a stronger community where the application of criminal justice is more equitable and no longer at odds with social justice.

Case Filings by Type

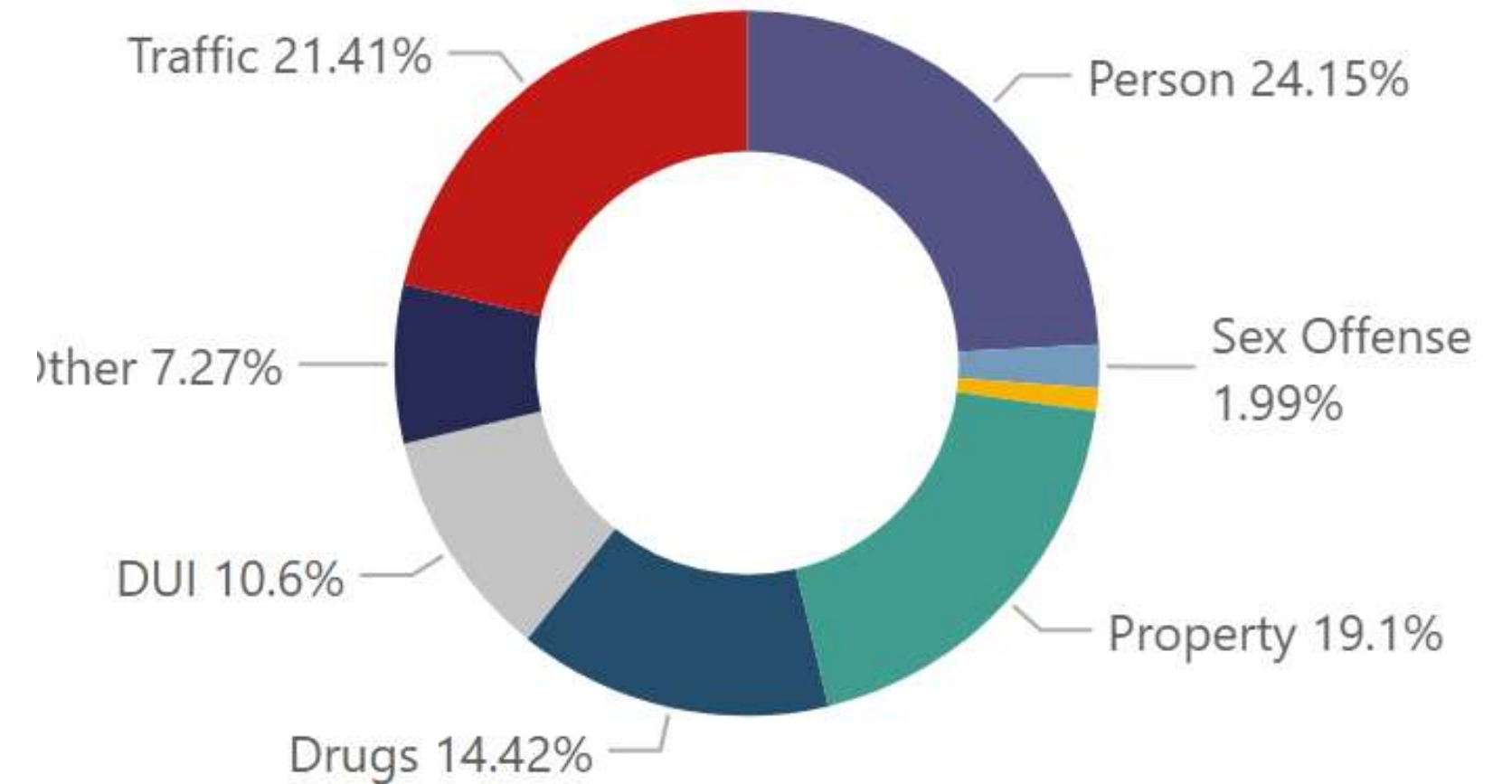
2017-2025

Percent of Cases Filed
(8th Judicial District)



2017-2025

Percent of Cases Filed
(Fort Collins Police Department)



To protect and serve Larimer and Jackson counties, while creating a stronger community where the application of criminal justice is more equitable and no longer at odds with social justice.

Sentencing in the 8th JD (2025)

Felony Sentences Imposed

- 0.63% (Fine, Fee, Community Service)
- 0.0% (Credit for Time Served)
- 42% (Probation)
- 11% (Probation + Jail)
- 2% (Jail)
- 21% (Community Corrections)
- 22% (Department of Corrections)

(Youth Corrections account for less than 1 percent)

2025

Misdemeanor Sentences Imposed

- 37% (Fine, Fee, Community Service)
- 8% (Credit for Time Served)
- 41% (Probation)
- 4% (Probation + Jail)
- 9% (Jail)

(Youth Corrections account for less than 1 percent)

2025



To protect and serve Larimer and Jackson counties, while creating a stronger community where the application of criminal justice is more equitable and no longer at odds with social justice.



Please Reach Out



DISTRICT ATTORNEY'S OFFICE 8TH JD

201 LAPORTE AVE, SUITE 200
FORT COLLINS, CO 80521



DISTRICT ATTORNEY'S OFFICE 8TH JD

810 E 10TH STREET
LOVELAND, CO 80537



(970) 498-7200



8thdist-da@co.larimer.co.us



DA8COLORADO



@DA8COLORADO



DA8COLORADO

File Attachments for Item:

3. Enterprise Resource Planning (ERP) Overview

The purpose of this item is to provide an overview of the Enterprise Resource Planning (ERP) initiative. Staff will provide a brief background on what an ERP system is and how the City currently operates in addition to the business case for why the current system needs replacement. Staff will also update Council on actions taken to date with this initiative, including the designation of \$3.8 million in reserves during 2022 and 2025. Lastly, a brief overview will be presented of the steps to prepare for a successful implementation as well as the cost estimates and funding sources.

April 14, 2026

WORK SESSION AGENDA ITEM SUMMARY

City Council



STAFF

Caleb Weitz, Chief Financial Officer

SUBJECT FOR DISCUSSION

Enterprise Resource Planning (ERP) Overview

EXECUTIVE SUMMARY

The purpose of this item is to provide an overview of the Enterprise Resource Planning (ERP) initiative. Staff will provide a brief background on what an ERP system is and how the City currently operates in addition to the business case for why the current system needs replacement. Staff will also update Council on actions taken to date with this initiative, including the designation of \$3.8 million in reserves during 2022 and 2025. Lastly, a brief overview will be presented of the steps to prepare for a successful implementation as well as the cost estimates and funding sources.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

1. Does Council have any additional questions ahead of considering the funding plan for the ERP initiative as part of the upcoming budget?

BACKGROUND / DISCUSSION

The existing ERP system for the City was deployed almost 30 years ago. The system is passed its optimal capabilities requiring 50+ separate applications and staff hours to fill functionality gaps. A modern ERP will advance the city goals of digital and business process transformation and transform complex oversight to a simplified approach to enable staff to provide actionable information efficiently.

NEXT STEPS

The ERP initiative will be part of the 2027-2028 Budget process.

ATTACHMENTS / LINKS

1. Enterprise Resource Planning Presentation

Enterprise Resource Planning (ERP) Modernization Program

ERP Steering Committee

Caleb Weitz, CFO

Teresa Roche, CHRO

Kevin Wilkins, CIO



Every organization depends on a core system to pay employees, manage finances, and keep operations running. That system is called Enterprise Resource Planning (ERP). It brings together functions like finance, payroll, HR, and purchasing into one place so the organization can operate efficiently, control costs, and effectively manage and govern its operations.

Current State

- 27-year-old legacy ERP platform
- Runs payroll, finance, purchasing and human resources administration
- 50+ separate applications to fill gaps
- Disconnected systems and manual processes
- Limited native backup and disaster recovery
- High risk to payroll and financial operations

Future State

- Modern, cloud-based ERP used by leading cities
- Integrated system for workforce and finance administration
- Automated, efficient, and standardized processes
- AI capabilities
- Built-in backup and disaster recovery
- Reliable, secure, and scalable

Item 3. **Current State By the Numbers**

Oracle JDE has run the City's Finances and HR processes since 1999. This is what the City depends on today.

\$219.3M

Payroll processed annually
4,063 employees paid:
City, PFA, Library, DDA & GERP

\$617.1M

Vendor payments annually
36,185 payments covering 62,226 invoices

3,560

Active staff using the system
Accounting, expenses, payroll, benefits, tax documents, and time tracking

51

Funds managed
40 City funds + 11 component and fiduciary

4,890

Tax documents filed
W-2s, 1099-Rs, 1099-MISC, and 1099-NEC

30,600

Staff hours lost per year
Estimated 20% of Finance, HR and budget staff time spent on workarounds

~50

Bolt-on tools
Added because JDE cannot fully support all essential services

Vendor Support

- The City relies on a third-party vendor for maintenance
- The shrinking talent pool for legacy JDE skills increases costs and response times annually

Security & Compliance

- Legacy architecture cannot meet our standards.
- Security configuration is complex manual intensive
- Limited native support for modern identity standards

Knowledge & Talent Risk

- Critical system knowledge is concentrated in long-tenured staff approaching retirement
- Custom interfaces, reports, and workarounds are undocumented. Each departure creates operational vulnerability

Operational Fragility

- The ecosystem of bolt-on systems and custom integrations creates cascading failure risk
- A change in one component can ripple across payroll, accounts payable, general ledger, and reporting in unpredictable ways

Item 3. History Preparation and Partnerships

- The City has recognized the importance of ERP for several years and taken various steps to prepare for execution in early 2027

2024	2025	2026
Barry Dunn Analysis	Deep Dive of Current Systems	Robust and Mature Project Budget Analysis
Info-Tech Workshop	Project Manager Hired	GFOA Partnership

- We are partnering with the Government Finance Officers Association (GFOA) for requirement finalization and advice for the Request for Proposal (RFP) evaluation and selection process and contract negotiations with selected solution provider

- Interviews have been conducted with other public sector organizations who have recently done ERP transformations

Arvada	Denver	Lakewood	Boulder
CSU	Jefferson County	Littleton	Aurora

- Lessons Learned from other complex City projects (Vertex One, FC Clear, Open)
- Assignment of reserves in 2022 and 2025 to start building funding

Every year we wait, the risk grows, the cost grows, and the people who keep this running get closer to retirement.

1. A legacy system that is approaching 30 years old

We pay a third-party vendor to keep it running, as it is end of life. The people who still know this technology get harder to find every year, which means support gets more expensive.

If our vendor cannot help us, there is no one else to call.

2. If it fails, there is no systematic backup recovery

There is no warm backup, no disaster recovery, and no failover. If the system goes down, payroll stops for staff, vendor payments stop, and Finance cannot produce reports. Recovery could take several days or weeks.

A failure today could mean missed payroll for 4,000+ staff.

3. It cannot meet today's security and compliance standards

JDE does not meet modern compliance frameworks, including comprehensive audit logging

Every change must be logged and audited by hand.

4. Over 50 disparate systems provide ERP services

A modern ERP system can reduce these systems reducing workload, consolidating costs, and improving efficiencies while providing a single source of truth in real-time

Current system is complex and cumbersome not aligned to city goals of simplicity through transformation

5. A small team keeps all this running

Approximately 75 staff in Finance, HR, and Service Areas manage approximate \$800 million in annual transactions on this system. The most experienced are approaching retirement. Many process managers have limited backup and support.

When they leave, that knowledge is gone. We cannot hire our way out of it.

Item 3. **Project Cost Estimates (in millions)**

- **Total Estimated Project Cost for Project Duration: \$18.1 (Range of total project cost \$16.0 - \$20.0)**
 - \$5.5 – Implementor costs
 - \$5.2 – Existing staff in Finance/HR/IT over project timeframe
 - \$3.6 – Contracted staffing to backfill City staff contributing to the project
 - \$2.3 – Software as a service (SaaS) costs
 - \$0.7 – Data migration costs
 - \$0.4 – Legacy system integration costs
 - \$0.4 – Software solution provider start up costs

All variable costs in the estimate include 25% contingency - \$3.1 total

- **Total Estimated Additional Appropriation: \$12.9 million**
 - \$18.1 total project estimate less \$5.2 in existing staff costs over project timeframe
- Primarily planned for programming of one-time reserves in the 2027/2028 Budget

Item 3. Potential Contributors and Assigned Funding

City – General Fund (Ongoing Staffing & Reserves)

City – Benefits Fund (Ongoing Staffing & Reserves)

City – Data and Communications Fund (Ongoing Staffing)

City – Utility Funds (Reserves)

City – Other Governmental Funds (Reserves)

Poudre Fire Authority (PFA)

Poudre River Public Library District

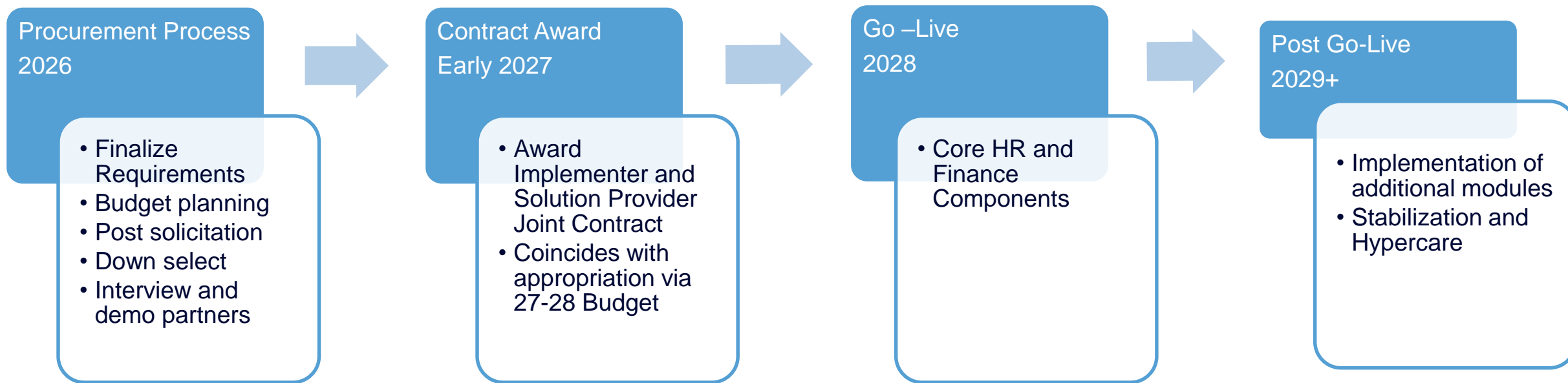
Downtown Development Authority (DDA)

Northern Front Range Metropolitan Planning Org (NFRMPO)

Current Reserve Assignments = \$3.8M

- General Fund: \$2.2M assigned in 2022
- Benefits Fund: \$1.6M assigned in 2025

Item 3. **Initiative Project Timeline**



Item 3.



Questions?

File Attachments for Item:

4. From Lead to Location: Managing the Economic Development Pipeline and Business Retention and Expansion (BRE) Framework

The purpose of this item is to give Council an overview of how the Economic Health Office attracts new businesses to Fort Collins (Prospect Pipeline) and supports the businesses already here (Business Retention and Expansion or BRE). The session will cover the City's process for evaluating and advancing business prospects, recent wins and learnings, and a framework for matching City resources to business needs at the right time.

April 14, 2026

WORK SESSION AGENDA

ITEM SUMMARY

City Council



STAFF

SeonAh Kendall, Economic Health Director
Shannon Hein, Economic Health Manager

SUBJECT FOR DISCUSSION

From Lead to Location: Managing the Economic Development Pipeline and Business Retention and Expansion (BRE) Framework

EXECUTIVE SUMMARY

The purpose of this item is to give Council an overview of how the Economic Health Office attracts new businesses to Fort Collins (Prospect Pipeline) and supports the businesses already here (Business Retention and Expansion or BRE). The session will cover the City's process for evaluating and advancing business prospects, recent wins and learnings, and a framework for matching City resources to business needs at the right time.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

1. What kind of issues/challenges raised by local businesses should be elevated to Council? What signals or trends help guide your policy considerations
2. Council often meets with businesses. How does Council and staff share insights gathered from business engagement?
3. What other information would help Council explain the economic development approach?

BACKGROUND / DISCUSSION

The Economic Health Office (EHO) advances economic health through two interconnected areas of focus: primary employer attraction, retention, and expansion, and small business support. These are not separate strategies as primary employers bring new net dollars into the community that circulate through local and neighborhood businesses, while a strong local business base enhances the quality of life that attracts and retains employers and their workforce.

Fort Collins has invested in this work for over a decade. Proactive primary employer BRE has been a City priority since the Economic Health Office was formed in 2012, while small business support was formalized in 2017. Today, EHO's work spans the full business lifecycle, from prospect to location, and from a businesses' first day to long-term stability.

PART I: FROM LEAD TO LOCATION – THE PROSPECT PIPELINE

Economic development can be a competitive and time-consuming process. Fort Collins does not pursue every prospect but rather evaluates opportunities for alignment with the City's economic health strategy, site and utility readiness, workforce needs, and overall community benefit before committing staff capacity and public resources.

This work is guided by both confidentiality and a regional Code of Ethics. Prospect negotiations are sensitive by nature whereas a premature disclosure can jeopardize a project, disadvantage the City in negotiations or cause harm to businesses that have not yet made a public decision. Projects are often presented under code names to adhere to confidentiality protocols. Our Code of Ethics governs how we interact with our surrounding communities with the ethos that moving a business and its employees from a nearby community is not a net benefit for the region and simply displaces the business rather than benefits.

Why It Matters

Primary employer attraction and retention is one of the most direct levers the City has for creating quality jobs, supporting upward economic mobility, and strengthening the sales and property tax base.

How the Pipeline Works

- Prospects (potential businesses) originate through direct outreach from the business to EHO, regional partnerships, state referrals, broker relationships and targeted industry outreach.
- EHO evaluates each prospect against feasibility criteria including site availability, utility capacity, workforce alignment and strategic fit for Fort Collins. If it is a fit, staff formally responds to the requirements needed of the business.
- Active projects require coordination across City departments and regional partners, including utility and water partners.

What It Takes to Get a Project Across the Finish Line

Successful projects depend on multiple conditions:

- Site Readiness – available, appropriately zoned land with infrastructure in place or developable within the project timeline
- Utility Capabilities – adequate power, water, and broadband capacity to support the project's operational needs.
- Workforce Availability – access to a skilled workforce with opportunities for partnership with educational institutions and regional training programs.
- Political Will and Support – alignment of community goals around the needs, timeline, and scope of the project.

Prospect Sheet

Included as an attachment to this Agenda Item Summary is a prospect table that outlines projects, their economic impact on the community, including their capital expenditure (CapEx or investment amount), and potential jobs added if known.

PART II: BUSINESS RETENTION AND EXPANSION (BRE) FRAMEWORK

Why BRE Matters

Business retention and expansion is a core principle of the Economic Health Office, and part of EHO's

economic health philosophy. The term, “Grow Your Own” stems directly from supporting existing businesses. The Economic Health Office focuses on BRE because:

- Approximately 80% of net new jobs in most communities come from existing businesses, not new attractions.
- It is more cost-effective to retain and grow what Fort Collins has than to recruit a replacement.
- Proactive engagement builds trust and relationships that allow the City to hear about challenges early, before they become a crisis.
- BRE activity generates market intelligence that informs policy, processes, and resource allocation.
- BRE supports a positive business climate and shapes the perspective businesses have on the City and community, influencing how Fort Collins is perceived by those considering locating, investing or living here.

Our Approach: Proactive, Signal-Based, and Open-Door Engagement Modes

Fort Collins is home to thousands of businesses across industries, sizes, and stages. While all businesses are important to the health of our community, not every business needs or wants to engage with the City organization. City departments are working to engage intentionally. EHO often acts as a project manager on business visits, using different approaches depending on business needs, signals and potential community impact. The goal is to be able to match the right type of engagement at the right moment needed.

Engagement modes are not permanent labels and businesses can move between them based on changing circumstances. A business in Strategic / Proactive mode facing an ownership transition may temporarily need Signal / Reactive engagement and an Open-Door / Passive business that reaches out with a permitting challenge shift into Signal Mode. This flexibility is what makes the model realistic and responsive.

The BRE framework moves away from a static, list-driven model toward a dynamic approach organized into three engagement modes:

Engagement Mode	Description	Example Businesses
Strategic / Proactive	High-touch, often senior-led engagement for businesses with great community impact. Monitored proactively even if the business declines outreach.	Primary employers; legacy or family-owned
Signal-based / Reactive	Need-driven support when a business shows signals of change, risk, or opportunity, triggered by what’s happening, not their size.	Businesses navigating lease pressure, expansion, workforce challenges or compliance navigation.
Open-Door / Passive	Broad, scalable access to City resources for businesses that benefit from tools and navigation rather than individualized case management. Proactive outreach may be triggered by news, milestones, or challenges surfaced by staff or our partners.	Entrepreneurs, startups, solo operators, new businesses

Partnerships

BRE is not done alone by the Economic Health Office. Effective business support requires coordination across City departments and with external organizations.

- **Coordinated Visits:** EHO conducts joint business visits with Fort Collins Utilities, Capital Projects, and City Manager's Office, to align infrastructure planning with business growth needs.
- **Regional Coordination:** EHO participates in a regional BRE group with Larimer County and the Fort Collins Area Chamber of Commerce among others and collaborates with both on shared business outreach when appropriate. This coordination reduces duplication, surfaces business signals earlier, and allows partners to support businesses together rather than in parallel.

What Success Looks Like

BRE success should be transformational, not transactional. Relationships built over time help create the conditions for early intervention, honest sharing from the businesses, and long-term stability of the community.

In 2025, EHO's BRE activity included:

- Approximately 740 businesses/entrepreneurs visited through:
- BRE, Multicultural Business & Entrepreneur Center (MBEC), and Capital Projects Business Liaison

Through this outreach:

- Made over 1,000 resource referrals to city, state, and general partners
- Conducted over 200 appointments through MBEC

High-touch, in-person visits take more time than a phone call or email. The depth of these conversations is what surfaces real-time trends and emerging challenges and opportunities the City might otherwise miss.

EHO will report quarterly with narrative summaries giving Council context on what businesses are experiencing and how the City is responding.

NEXT STEPS

Following Council discussion, staff will:

- Incorporate feedback into future reporting and engagement approaches
- Share quarterly BRE reporting for Q1 2026

This session connects to Council's January 2026 and upcoming April 2026 Work Session on business incentive policy. The prospect pipeline and BRE framework are the operational complements to the proposed incentive tools. Staff will continue presenting these as an integrated economic development strategy.

ATTACHMENTS / LINKS

1. Economic Health Prospect Pipeline Summary
2. Economic Development Pipeline and BRE Framework Presentation

PROJECT NAME	Status	Year	CAPEX (Investment)	POTENTIAL JOBS ADDED
Project Lithium/Buster	Completed	2023	\$49,500,000	Unknown
Project Ignis/Vulcan	Active	2024	\$1,500,000,000	500 FTEs
Project Apollo	Inactive	2024	\$900,000,000	700 FTEs
Project Barrel	Inactive	2025	Unknown	Unknown
Project Genesis	Inactive	2025	\$330,000,000	128 - 132 FTEs
Project Laporte	Inactive	2025	Unknown	25 - 50 FTEs
Project Forge	Inactive	2025	\$638,000,000	1,000 FTEs
USDA Regional Hub	Active	2025	Unknown	Unknown
Project Sequitor	Active	2025	\$50,000,000	Unknown
Project Semiconductor	Active	2025	Unknown	Unknown
Project Telluride	Chose another site	2025	\$400,000,000	200-250 FTEs
Project Dogwood	Active	2025	\$35,000,000	Unknown
Project Batteries	Active	2025	Unknown	Unknown
Project CC	Active	2025	\$118,000,000	Unknown
Project Idemitsu	Unlikely	2025	Unknown	Unknown
Project Shockwave	Submitted	2025	\$3,000,000	200 FTEs
Project Coconut	Submitted	2025	Unknown	~80 FTEs
Project Mint	Submitted	2025	Unknown	50 FTEs
Project Trace	Inactive	2025	\$10,000,000	64 FTEs
Project Moonshot	Inactive	2025	\$25,000,000	100+ FTEs
Project Horizon	Inactive	2025	\$450,000,000	200+
Project Speedy/Superdrive	Active	2025	Unknown	60-70
Project Brimstone	Active	2026	\$20,000,000	300
Project Swann	Submitted	2026	\$150,000,000	25
TOTALS			\$4,678,500,000	3,721

From Lead to Location:

Managing the Economic Development Pipeline and Business Retention and Expansion Framework

SeonAh Kendall, CPA

Director, Economic Sustainability

Shannon Hein

Economic Health Manager



01

Questions

02

Lead Generation and Site Selection for Primary Employers

03

Business Retention and Expansion and Approach

04

Questions and Discussion

Item 4. **Questions for Council**



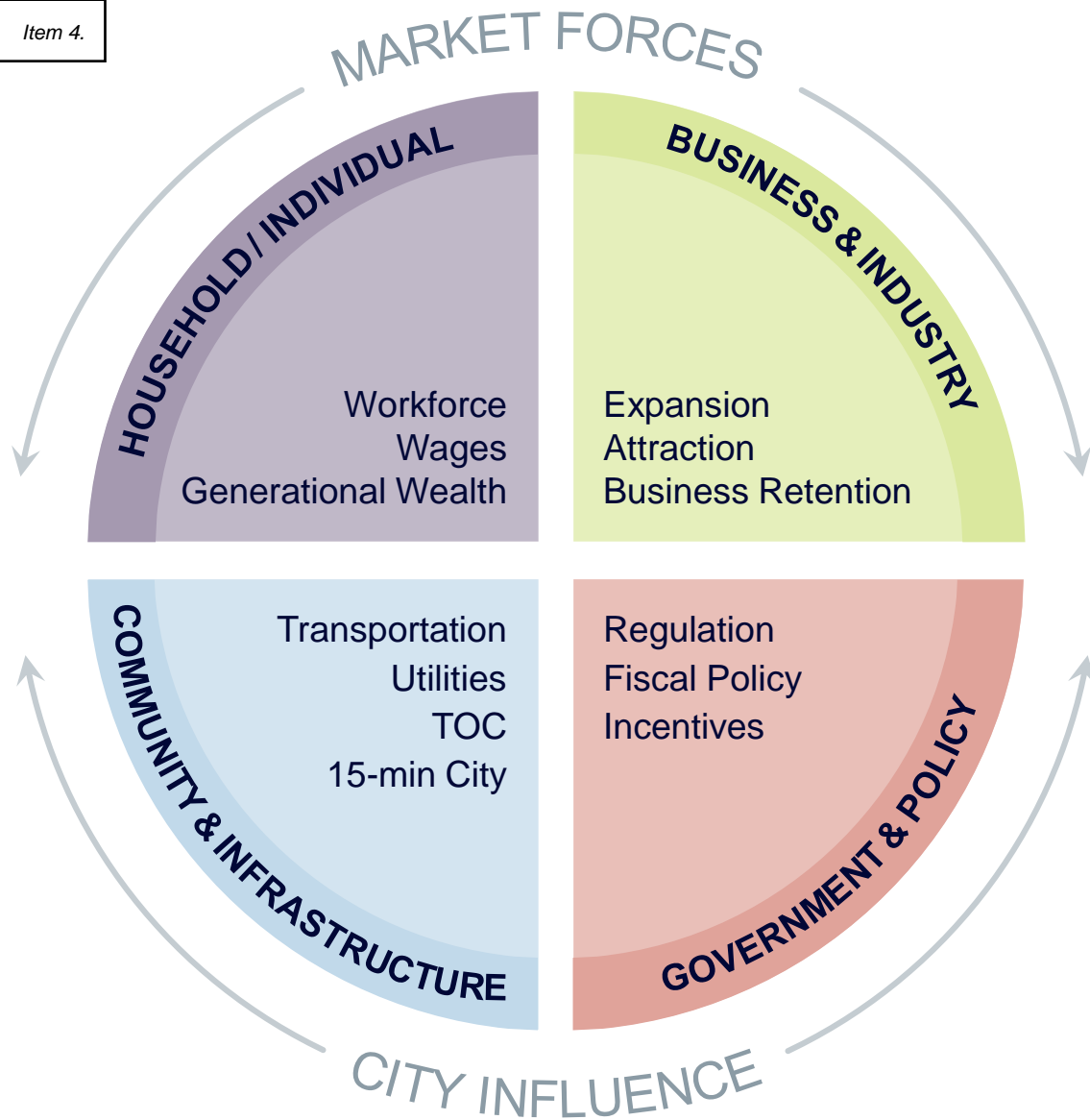
1. What kind of issues/challenges raised by local businesses should be elevated to Council? What signals or trends help guide your policy considerations?
2. Council often meets with businesses. How does Council and staff share insights gathered from business engagement?
3. What other information would help Council explain the economic development approach?



Economic Health Strategic Plan Vision Statement

Fort Collins: a healthy, equitable , and resilient community where people and businesses can thrive

Council Priority: Bolster Economic Vitality with a Focus on Small Business, Neighborhood Centers, and Quality Job Creation



ECONOMIC HEALTH OFFICE WORK MODEL OVERVIEW

Develop policy framework for an updated business assistance packages

Areas of Focus

- **Primary Employment** – quality jobs & upward mobility opportunities
- **Revitalization of Neighborhood Centers** – 15 min cities
- **Sales Tax** – stabilizing & increasing
- **Organization Policy Alignment** – business friendly – protector to partner



Primary employers bring in outside dollars and help anchor our tax base

Fort Collins is competing nationally and globally, not just locally

Our existing businesses are other cities' best prospects

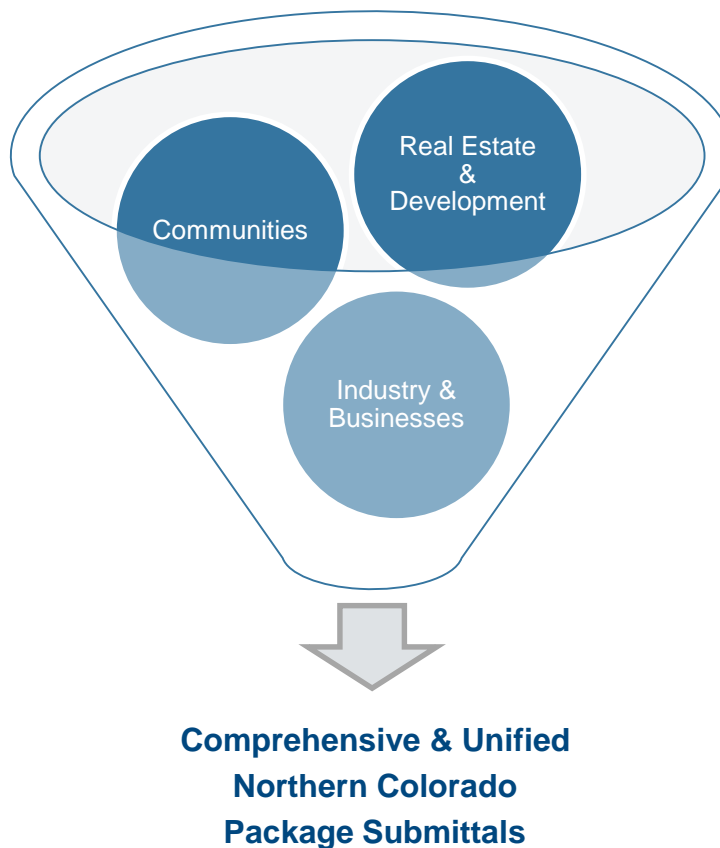
We pursue the right opportunities, not every opportunity

Every community is trying to increase their tax base, including ours

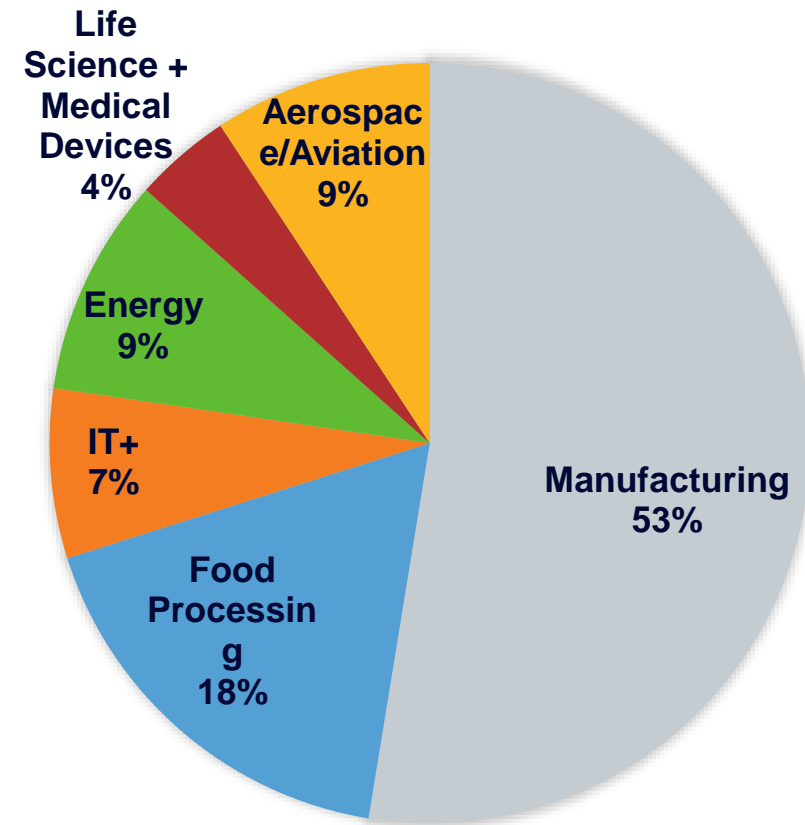
PIPELINE OVERVIEW

52 Total Lead Inquiries	\$7.6B Investment
11 Active Recruitment Projects	15,379 New Jobs
7 Expansion Projects	195 Sites Submitted

HOW IT WORKS



INDUSTRY CLUSTERS



ACTIVE

- Prospects - 9
- Known Investment Pipeline - \$1.7B
- Potential New Jobs Pipeline – Over 1,000

*As of 4/1/26

RECENT WINS

- USDA announces centralized Forest Service (FS) Research and Development Enterprise, and Operational Service Center
- Project Lithium, inquiry in 2023 – 2025, \$49.5M Investment
- Anheuser-Busch, inquiry in 2022 – 2024, \$52M Investment, align with City Our Climate Future Goals

RECENT LEARNING OPPORTUNITIES

- Coca-Cola (Project Telluride), inquiry in 2024, requested Fort Collins submittal, \$400M Investment

Lessons Learned: Site Readiness, Water, Incentives



Business Retention and Expansion

A core principle (not a program) focused on nurturing existing local companies to remain competitive, avoid closures, and expand.

WHY BRE?

80%

of net new jobs come from existing businesses*

**International Economic Development Council*

- More cost-effective to retain businesses than to recruit
- Proactive and reactive roles
- Informs policy considerations
- Builds trust
- Gathers market and business insights
- Non-response is not a failure, but a data point

Three Modes of Engagement

STRATEGIC • PROACTIVE

Before Problems Arise

- Scheduled visits
- Monitoring
- Community Impact

SIGNAL-BASED • REACTIVE

When Businesses
Need Us

- Removing barriers
- Navigation questions
- Rapid Response Team

OPEN-DOOR • PASSIVE

Responsive Service

- Accessible
- Dedicated email address
- One-off questions
- Welcome kit, pop-ins

E In Application (In the Wild)

STRATEGIC • PROACTIVE

Small Retailer – Cherry on Top

Card delivery led to 11 great questions for follow-up and relationship building

Local Manufacturer

Scheduled engagement led to expansion and annexation opportunities

SIGNAL-BASED • REACTIVE

Service-Based - Co-here and OTM

Upcoming lease expiration and connected to another small business to purchase a portion of the building

OPEN-DOOR • PASSIVE

Newsletter and Resources

Increased access to tax credits through Enterprise Zone from 97 to over 500 registered FC businesses from end of 2024

Legacy business

Old Firehouse Books passes to employee ownership

Longtime staffers Revati Kilaparti and Teresa Steele bought the 45-year-old Old Town anchor from retiring founder Susie Wilmer — keeping an independent bookstore rooted in the community.

Colorado Sun · Feb 2026

STATEWIDE RECOGNITION

Fort Collins companies earn spots in Colorado's top 50 second-stage businesses

Multiple Fort Collins companies were named among the 2025 Colorado Companies to Watch — a statewide program recognizing high-growth, second-stage businesses that are creating jobs and driving economic impact. This year's 50 winners are projected to generate nearly 2,000 jobs and \$447M in revenue.

Sandbox Solar

Ginger and Baker

Old Town Design Build

All Star Cleaning Services

Merit Electric

The Creative Agency

Colorado Companies to Watch / BizWest · June 2025

WITHIN OUR CONTROL

Relationship Building

Coordinate efforts with partners and departments to share insights, ask questions, share with leadership for the business perspective

Ability to Support Small Businesses

Businesses asking what tools and resources the City can offer

Proactive Construction Outreach

Connecting businesses to project information, impacts, and resources early and often.

HOW WE CAN HELP

Starting a Business Questions

“What permits and licenses do I need?” and “I want to be in compliance” Businesses seeking clarity and trying to follow rules

Permit & Compliance

Business Licensing Team internal process improvement

Rapid Response Team

City convened team of internal and external partners that mobilizes quickly when a business is at risk of closure due to compliance issues

OUT OF OUR CONTROL

Capital Expenditure Hesitancy

Businesses not confident making large investments right now – want to buy buildings and holding back

Property Tax, Triple Net Lease, and Insurance

Lease structure concerns, rising property tax burdens, and insurance premiums

Utilities & Annexation

Questions about switching to City of Fort Collins Utilities and what voluntary annexation looks like

Measures We Are Monitoring

- Market dynamics (net business openings, closures, and expansions)
- Job growth (+ job growth in key industry sectors)
- Sales & use tax revenue

EHO by the Numbers – 2025:

Approximately 740 businesses/entrepreneurs visited through:

- BRE, Multicultural Business & Entrepreneur Center (MBEC), and Capital Projects Business Liaison
- Over 1,000 referrals to city state and general partners
- Over 200 appointments through MBEC

**IN REAL LIFE -
MULTIPLIER EFFECT**

**ARBORETUM BUSINESS
COHORT**

One BRE visit with Arboretum led to building a cohort for seven students in their program to help them start and launch their own businesses.

The cohort will work with EHO Business Connectors while completing their apprenticeship with Arboretum.



1. What information would help Council explain economic development decisions to community members?
2. What kind of issues/challenges raised by local businesses should be elevated to council? What signals or trends help guide your policy decisions?
3. Council often meets with businesses. How do we collect Council's business engagement intelligence?

Item 4.

COORDINATED VISITS

Fort Collins Utilities – infrastructure planning aligned with business growth

Capital Projects – coordinates construction timing and outreach with corridor businesses to reduce disruption

City Manager's Office – monthly business leadership lunches

REGIONAL COORDINATION

Fort Collins Area Chamber of Commerce – coordinated small and primary visits and handoffs to avoid duplication and work complementary

Larimer County Economic & Workforce Development – coordinated visits and convene regional partners with resources and support

INNOVATION AND GROWTH

CSU Ventures / Innovation – connects growing businesses to City resources as they scale

REDI (Regional Economic Development Initiative) – business attraction, lead generation

HEALTH AND RESILIENCE

Rapid Response Team (Building, Planning, Liquor License, PFA, Sales Tax) – activated for regulatory compliance, coordination, and operational continuity support

Larimer County Health Department & CSU Extension – referrals, coordination, and navigation for food-based businesses

ECON 3.1: Foster diverse and attractive employment opportunities that support and enhance economic mobility

ECON 3.2: Create conditions that support small business, foster economic activity and drive additional sales tax revenue.

- *3.2.2 Support efforts to boost economic activity around arts and culture, the “night-time economy,” CSU events and general tourism.*
- *3.2.3 Modernize marijuana regulations to alleviate restrictive location requirements for marijuana businesses and create opportunities for new businesses by adding new license types.*

ECON 3.3: Address local barriers to business formation, operations and growth.

**BLUE denotes Council priorities & workplan*